



SUPPLY & DELIVERY OF COMPO RATION ITEMS

TENDER NO.KWS/OT/SEC/08/2010-2011

**CLOSING DATE & TIME:
1ST SEPTEMBER 2010 AT 1200 NOON**

**KENYA WILDLIFE SERVICE
P.O. BOX 40241
NAIROBI.**

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SECTION A: - INVITATION FOR TENDERS

Tender Reference Name: **SUPPLY AND DELIVERY OF COMPO RATION ITEMS,**

Tender Reference No. **KWS/OT/SEC/08/2010 – 2011.**

Kenya Wildlife Service invites sealed tenders from eligible bidders for Supply and Delivery of **Compo Ration Items**.

Interested and eligible companies/ firms may obtain further information from and inspect the tender documents at the office of the Head of Supply Chain Management, Kenya Wildlife Service Headquarters, Lang'ata Road, Nairobi during normal working hours.

There will be a **pre-bid conference** to be held on **24th August 2010 at 10 am** in KWS VET Board Room.

A complete set of tender documents may be obtained by interested candidates upon payment of a **non - refundable fee of Kshs 3,000.00** (Three thousand shillings only) at the Cash office situated at KWS HQS, payable in cash or bankers cheque to the Director- KWS.

The tender **MUST** be accompanied by an **Original Bid security** of Kshs Fifty Thousand [50,000.00) in the form of bank guarantee from a bank or Insurance Company and or a banker's cheque from a bank addressed to the Director, KWS.

Candidates must prove that they qualify to participate in public procurement in accordance to regulations 13 of the legal Notice by providing the following documents or evidence:

- ◆ Certificate of business registration/Incorporation, copy of certificate to be attached
- ◆ A valid Tax compliance certificate
- ◆ An abstract of the candidates' accounts for the last two (2) years i.e. 2008 and 2009, accompanied by a certificate from Auditors. Companies which were registered during the year 2009 should attach six (6) months certified bank statements.

Bidders **MUST** comply with all the instructions and rules of the tender and particularly ensure that all the forms required are properly completed and submitted

The tender document addressed to the Director Kenya Wildlife Service, P.O. Box 40241 Nairobi must be delivered to Kenya Wildlife Service Headquarters at Langata and deposited in the Tender Box, at the entrance of Simba Court on or before **12 Noon on 1st September 2010**.

Yours faithfully,

HEAD - SUPPLY CHAIN MANAGEMENT

Section B: INSTRUCTIONS TO TENDERS

Introduction

1. Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the supply of goods by the intended completion date specified in the tender documents.
- 1.2 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of goods under this Invitation for tenders.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible Goods

- 2.1 All services and goods to be provided under the contract shall have their origin in eligible source countries.
- 2.3 The origin of services and goods is distinct from the nationality of the tenderer.

3. Cost of Tendering

- 3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

The Tender Document

4 Contents

- 4.1 The tender document comprises the documents listed below and addendum issued in accordance with clause 6 of these instructions to tenders.

- (i) Invitation for Tenders
- (ii) General information
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of Requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form

- 4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications

in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

5. Clarification of Documents

- 5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender
- 5.2 10) Days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderer that have received the tender document.

6. Amendment of Documents

- 6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer may modify the tender documents by amendment.
- 6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by cable, and will be binding on them.
- 6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

Preparation of Tenders

7. Language of Tender

- 7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

8. Documents and other requirements comprising the Tender

- 8.1 The tender prepared by the tenderer shall comprise the following components:
 - (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9,10 and 11 below.
 - (b) Documentary evidence established in accordance with paragraph 12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Documentary evidence established in accordance with paragraph 13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents;

8.2 Sample(s)

- 8.2.1 Where required in the Appendix to Instruction to Tenderers, all Tenderers must also submit

sample(s) in conformity with the technical specifications securely and clearly labelled with -

- a) *the Tender number and name,*
- b) *the opening date and time of the tender,*
- c) *the name or identity of the sample, and,*
- d) *the name of the Tenderer.*

8.2.2 The sample(s) shall be considered as part of the tender and must be submitted together with the Tender before the deadline for submission of Tenders.

9. Tender Form

9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the services/goods to be provided, a brief description of the services/goods.

10. Tender Prices

10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the services/goods it proposes to provide under the contract.

10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 22.

11. Tender Currencies

11.1 Prices shall be quoted in the following currencies:

- (a) For services/goods that the tenderer will provide from within Kenya, the prices shall be quoted in Kenya shillings; and
- (b) For services/goods that the tenderer will provide from outside Kenya, the prices shall be quoted in US dollars or in another freely convertible currency.

12. Tenderers Eligibility and Qualifications.

12.1 Pursuant to paragraph 1 of section III, the tenderer shall furnish, as part of its tender, documents establishing the tenderer eligibility to tender and its qualifications to perform the contract if its tender is accepted.

12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph I of section III.

12.3 The documentary evidence of the tenderer qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction:

- (a) That, in the case of a tenderer offering to provide services under the contract, which the tenderer did not originate, or otherwise produce, the tenderer has been duly authorized by the services provider to provide the services;

- (b) That the tenderer has the financial, technical, and production capability necessary to perform the contract;

13. Goods'/Services Eligibility and Conformity to Tender Document.

- 13.1 Pursuant to paragraph 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all services/goods, which the tenderer proposes to provide under the contract.
- 13.2 The documentary evidence of the eligibility of the services/goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services/goods offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 13.3 The documentary evidence of conformity of the services/goods to the tender documents may be in the form of literature, and data, and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the services/goods;
 - (b) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the technical Specifications.

14. Validity of Tenders

- 14.1 Tenders shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 14.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A tenderer granting the request will not be required nor permitted to modify its tender.

15. Formats and Signing of Tender

- 15.1 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. The person or persons signing the tender shall initial all pages of the tender, except for unamended printed literature.
- 15.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

Submission of Tenders, Sealing and Marking of Tenders

16. Submissions, Receipt and Opening of Proposals

- 16.1 The bidder shall enclose and submit one (1) original and one (1) copy of a *well bound* bid document.

- 16.2 The document shall be duly marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the figures given in the proposal marked "original" will be treated as the correct figure.
- 16.3 The sealed documents shall be placed into a plain sealed envelope clearly marked, **Tender No.KWS/OT/SEC/08/2010-2011 for Supply of Compo Ration items**, and addressed to the Director, KWS, P.O Box 40241, Nairobi and must be placed in the Tender Box at the entrance of Simba court not later than **1200 Noon on 1st September, 2010**.
- 16.4 If the envelope(s) are not sealed and marked as required, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.
- 16.4 Any proposal received after the deadline for submission of proposals shall be returned unopened.
- 16.5 The Proposal shall be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend.

17. Deadline for Submission of Tenders

- 17.1 Tenders must be received by the Director, Kenya wildlife service at the address specified under paragraph 16.3 not later than **12 noon on 1st September, 2010**.
- 17.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Modification and Withdrawal of Tenders

- 18.1 The tenderer may modify or withdraw its tender after the tender submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 18.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 18.3 No tender may be modified after the deadline for submission of tenders.
- 18.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form.

Opening and Evaluation of Tenders

19. Opening of Tenders

- 19.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at Kenya Wildlife Service, Boardroom.

- 19.1 The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 19.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 19.3 The Procurement unit will prepare minutes of the tender opening.

20. Clarification of Tenders

- 20.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 20.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

21. Preliminary Examination

- 21.1 Prior to the detailed Technical and Financial evaluation, KWS will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation. KWS's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 21.2 KWS will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in the Summary of Evaluation Process.
- 21.3 Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by KWS and cannot subsequently be made responsive by the Tenderer by correction of any non-conformity.
- 21.4 KWS may waive any minor deviation in a Tender that does not materially depart from the requirements of the goods and or services set out in the Tender Document.
- 21.5 Such minor deviation -
shall be quantified to the extent possible,
shall be taken into account in the evaluation process, and,
shall be applied uniformly and consistently to all qualified Tenders duly received by KWS.

22 Evaluation of Tenders

- 22.1 Technical evaluation of tenders
- 22.1.1 KWS will evaluate and compare the Tenders that have been determined to be substantially

responsive in compliance to the Technical requirements set out in the Tender Document.

22.2. Financial Evaluation of Tenders

22.2.1 Upon completion of the preliminary and technical evaluation, KWS shall conduct a Financial Evaluation and comparison as set out in the Summary of Evaluation Process.

22.2.2 Where other currencies are used, KWS will convert those currencies to the same currency using the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya.

22.2.3 Arithmetical errors will be rectified on the following basis - if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

22.2.4 The Tenderer will be promptly notified of the correction of the arithmetical error(s). If the Tenderer does not accept the correction of the error(s), its Tender will stand rejected, and its Tender Security automatically forfeited.

23. Contacting the Procuring entity

23.1 Subject to paragraph 21, no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

Award of Contract

24. Post-qualification

24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

24.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 12.3, as well as such other information as the Procuring entity deems necessary and appropriate.

24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

25. Award Criteria

25.1 Subject to paragraph 10,22 and 28 the Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

26. Procuring entity's Right to Vary quantities

26.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quality/quantity of services/goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

27. Procuring entity's Right to Accept or Reject Any or All Tenders

27.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

28. Procuring entity's Right to Accept or Reject Any or All Tenders

28.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

29 Performance Security

29.1 Within twenty one (21) days of the date of notification of award from KWS, the successful Tenderer shall furnish KWS with a Performance Security which shall be either one or a combination of the following:

- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document. .
- b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KWS as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
- c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KWS as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.

29.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.

29.3 The successful Tenderer shall furnish a Performance Security being the sum of ten percent (10%) of the contract price.

29.4 KWS shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KWS. The period for response shall not exceed five (5) days from the date of KWS's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.

29.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KWS may notify the next lowest evaluated Tenderer that its Tender has been accepted.

30. Signing of Contract

30.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

30.3 Failure of the successful Tenderer to sign the Contract, the award shall be annulled and its tender security forfeited in which event KWS shall notify the next lowest evaluated Tenderer that its Tender has been accepted.

31. Corrupt Fraudulent Practices

31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity: -

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
- (b) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (c) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- (d) Will reject a bid for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (e) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

31.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement and or amend the provisions of the Instructions to Tenderers *hereinafter abbreviated as ITT*. Wherever there is a conflict between the provisions of the ITT and the Appendix, the provisions of the Appendix herein shall prevail over those of the ITT.

No.	ITT Reference Clause	Particulars of Appendix
1.	Eligible Tenderers	<i>All local tenderers are eligible as is a public tender</i>
2.	Origin of Eligible goods	<i>All Countries are eligible save where otherwise stated. All tenderers shall state Country of origin.</i>
3.	Documents Comprising the Tender – List of Previous Customers	<i>The Tenderer shall submit at least two (2) names with full contact as well as physical addresses of previous customers of similar goods together with a letter from each of them confirming completion of the contracts on schedule.</i>
4.	Manufacturer's Authorization	<i>To be submitted where the bidder is not the manufacturer</i>
5.	Documentary evidence of financial capability	<i>The audited financial statements required and/or availability of credit</i>
6.	Documents of evidence of eligibility	<i>That the tenderer has the technical capability necessary to perform the contract.</i>
7	Sample(s)	<i>Required for each item. Samples shall not bear a permanent Bidders label but shall have a removable identification tag.</i>
9	Tender Security	<i>Tender security Ksh 50,000.00.</i>
10.	Award of Contract	<i>Award shall be to the lowest evaluated bidder per item.</i>

SECTION C:- GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (a) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) "The service" means any object of procurement other than works and goods.
- (d) "The Procuring entity" means the organization purchasing the services under this Contract.
- (e) "The tenderer" means the individual or firm providing the services under this Contract.

2. Application

2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of Services.

3. Country of Origin

3.1 For purposes of this Clause, "origin" means the place where the services originate.

3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

4. Standards

4.1 The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications.

5. Use of Contract Documents and Information

5.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity.

6. Patent Rights

- 6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services or any part thereof in the Procuring entity's country.

7. Inspection and Tests

- 7.1 The Procuring entities or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 7.2 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 7.3 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

8. Provision of Services/goods

- 8.1 Provision of services /goods shall be made by the tenderer in accordance with the terms Specified by procuring entity in its Schedule of Requirements and the Special Conditions of Contract

9. Payment

- 9.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
- 9.2 Payments shall be made promptly by the Procuring entity as specified in the contract.

10. Prices

- 10.1 Prices charged by the tenderer for Goods delivered and Services services/goods performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

11. Assignment

- 11.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

12. Subcontracts

- 12.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or letter, shall not relieve the tenderer from any liability or obligation under the Contract.

13. Termination for Default

- 13.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- (a) If the tenderer fails to provide services /goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
 - (b) If the tenderer fails to perform any other obligation(s) under the Contract.
 - (c) If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 13.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner, as it deems appropriate, services /goods similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

14. Liquidated Damages

If the tenderer fails to provide any or all of the services/goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed goods up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

15. Resolution of Disputes

15.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

15.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

16. Languages and Law

16.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

17. Force Majeure

17.1 The tenderer shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under

SECTION D:- SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1.0 Definitions (Clause 1.1)

The Purchaser is:

The Director

Kenya Wildlife Service

P. O. Box 40241

NAIROBI.

The Purchasers Representative is:

The Head-Supply Chain Management

Kenya Wildlife Service

P. O. Box 40241

NAIROBI.

2.0 Inspection and Tests (Clause 8)

The Tenderer **MUST** submit as part of its bid SAMPLES of ALL ITEMS OFFERED.

3.0 Delivery and Documents (Clause 10)

The goods shall be delivered as indicated in the bid.

4.0 Payment (Clause 12)

One Hundred (100) percent of the contract price of the goods delivered shall be paid upon the delivery, inspection, testing and acceptance of the same by the Purchasers' Representative.

5.0 Resolution of Disputes (Clause 18)

In case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to Arbitration in accordance with the arbitration laws of Kenya.

6.0 Award of the tender

The award of the tender shall be one item by item basis, where they are technically.

7.0 Notices (Clause 19)

For the purposes of this Sub-Clause, the purchasers' addresses are:

The Purchaser:

The Director

Kenya Wildlife Service

P. O. Box 40241

NAIROBI.

The Purchasers' Representative

The Head of Supply Chain Management

Kenya Wildlife Service

P.O. Box 40241

NAIROBI.

SECTION E:- SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

S/NO	ITEMS DESCRIPTION	UNIT OF ISSUE	Qty
1	<u>BAKED BEANS:</u> <u>INGREDIENTS</u> Beans in tomato sauce. Container- user friendly tin of 440gms weight	Tins	30,000
2	<u>SERVICE BISCUITS:</u> In 15 Kg cartons Armed Forces Sugarless biscuits contained in small Packets each size 7cm x 11cm x 6cm, Contained 17 pieces of biscuits	Cartons	3,000
3	<u>Peas processed</u> <u>INGREDIENTS:</u> Garden peas, salt sugar and water, weight-420gms Container –user friendly	Tins	60,000
4	<u>EMPTY COMPO BOXES:</u> Sizes 12"x15 1/4"x8" printed KWS Compo 10 man ration	Cartons	30,000
5	<u>PINEAPPLES SLICED TINNED:</u> <u>INGREDIENTS</u> sliced clarified Pineapple juice and sugar. Container – user friendly tin of 432gms Weight	Tins	120,000
6	<u>MARGARINE</u> (Blue band or equivalent) Weight-500gms container	Tins	30,000
7	<u>CORNED BEEF TINNED:</u> <u>INGREDIENTS:</u> Corned beef, salt, Sugar, preservative (sodium nitrite) Container user friendly tin of 300gms weight, Must have attached key for ease of opening	Tins	150,000
8.	<u>ORANGE POWDER TINNED:</u> <u>INGREDIENTS:</u> Citric Acid, sugar, Vitamin C color and natural flavor. Weight -250gms. Container - user friendly tin	Tins	30,000
9.	<u>MILK TINNED:</u> Homogenized pasteurized and sterilized full cream milk With minimum butterfat content Of 3.25%. Weight 400mls. Container- user friendly tin	Tins	60,000

10	<u>RICE GRADE I</u> High quality rice packed in 1kg polythene bags OR	Kgs	60,000
11	<u>TABLE SALT:</u> Standard iodized table salt with Fine particles, free running. To contain at least 0.01% iodine. Packed in 200gms sachets	200gms Sachets	30,000
12	<u>TEA LEAVES:</u> Standard tea leaves packed in 50 gms packets	Pkts	30,000
13	<u>TOILET PAPER:</u> 2 ply fully bleached toilet rolls With minimum 200 sheets each.	Bales of 40	750
14	<u>SUGAR STANDARD:</u> White/Brown standard sugar packed in 1kg packets	Kg	30,000
15	<u>TAPE JUNGLE:</u> Dark Brown jungle Tape 5cm thick and 50m long roll.	Rolls	1,500
16	<u>SHOE POLISH:</u> Shoe polish weight 100mls	Tins	30,000
17	<u>BAR SOAP:</u> Washing soap weight - 800gms	Bars	3,0000
18.	<u>MATCH BOX</u> With an average of 40 sticks	Boxes	30,000
19.	<u>MAIZE FLOUR</u> Sifted maize meal flour packed in 2-Kg high paper packets.	Packets	30,000
20.	<u>DRIED VEGETABLES</u> Dehydrated vegetables packed in 250 grams polythane bags. Ingredients: Kale, cabbage, carrots, potatoes and onion. Note: Not to have artificial additives.	Packets	30,000
21	<u>GITHERI</u> <u>Githeri golden Valley</u> <u>INGREDIENTS</u> Well cooked maize and beans in tomato sauce. Container- user friendly tin of 420gms weight	Tins	90,000

Note: Samples MUST be provided for all items quoted for

SECTION F: - PRICE SCHEDULES

S/NO	ITEMS DESCRIPTION	UNIT OF ISSUE	QTY.	UNIT PRICE KSH.	TOTAL COST KSH.
1	<u>BAKED BEANS:</u> <u>INGREDIENTS</u> Beans in tomato sauce. Container- user friendly tin of 440gms weight	Tins	30,000		
2	<u>SERVICE BISCUITS:</u> In 15 Kg cartons Armed Forces Sugarless biscuits contained in small Packets each size 7cm x 11cm x 6cm, Contained 17 pieces of biscuits	Cartons	3,000		
3	<u>Peas processed</u> <u>INGREDIENTS:</u> Garden peas, salt sugar and water, weight-420gms Container –user friendly	Tins	60,000		
4	<u>EMPTY COMPO BOXES:</u> Sizes 12"x15 1/4"x8" printed KWS Compo 10 man ration	Cartons	30000		
5	<u>PINEAPPLES SLICED</u> <u>TINNED:</u> <u>INGREDIENTS</u> sliced clarified Pineapple juice and sugar. Container – user friendly tin of 432gms Weight	Tins	120,000		
6	<u>MARGARINE</u> (Blue band or equivalent) Weight-500gms container	Tins	30,000		
7	<u>CORNED BEEF TINNED:</u> <u>INGREDIENTS:</u> Corned beef, salt, Sugar, preservative (sodium nitrite) Container user friendly tin of 300gms weight, Must have attached key for ease of opening	Tins	150,000		
8.	<u>ORANGE POWDER TINNED:</u> <u>INGREDIENTS:</u> Citric Acid, sugar, Vitamin C color and natural flavor. Weight -250gms. Container - user friendly tin	Tins	30,000		

S/NO	ITEMS DESCRIPTION	UNIT OF ISSUE	QTY.	UNIT PRICE KSH.	TOTAL COST KSH.
9.	<u>MILK TINNED:</u> Homogenized pasteurized and sterilized full cream milk With minimum butterfat content Of 3.25%. Weight 400mls. Container- user friendly tin	Tins	60,000		
10	<u>RICE GRADE I</u> High quality rice packed in 100 or 50kg (a) 100kg in 1kg polythene bags OR (b) 50kg in 1kg polythene bags.	Kgs	60,000		
11	<u>TABLE SALT:</u> Standard iodized table salt with Fine particles, free running. To contain at least 0.01% iodine. Packed in 200gms sachets	200gms Sachets	30,000		
12	<u>TEA LEAVES:</u> Standard tea leaves packed in 50 gms packets	Pkts	30,000		
13	<u>TOILET PAPER:</u> 2 ply fully bleached toilet rolls With minimum 200 sheets each.	Bales of 40	750		
14	<u>SUGAR STANDARD:</u> White/Brown standard sugar packed in 1kg packets	Kg	30,000		
15	<u>TAPE JUNGLE:</u> Dark Brown jungle Tape 5cm thick and 50m long roll.	Rolls	1,500		
16	<u>SHOE POLISH:</u> Shoe polish weight 100mls	Tins	30,000		
17	<u>BAR SOAP:</u> Washing soap weight - 800gms	Bars	30,000		
18.	<u>MATCH BOX</u> With an average of 40 sticks	Boxes	30,000		
19.	<u>MAIZE FLOUR</u> Sifted maize meal flour packed in 2-Kg high paper packets.	Packets	30,000		
20.	<u>DRIED VEGETABLES</u> Dehydrated vegetables packed in 250 grams polythane bags. Ingredients: Kale, cabbage, carrots, potatoes and onion. Note: Not to have artificial additives.	Packets	30,000		

S/NO	ITEMS DESCRIPTION	UNIT OF ISSUE	QTY.	UNIT PRICE KSH.	TOTAL COST KSH.
21	<p><u>GITHERI</u></p> <p><u>Githeri golden Valley</u> INGREDIENTS Well cooked maize and beans in tomato sauce. Container- user friendly tin of 420gms weight</p>	Tins	90,000		

Having read, examined and understood the Tender Document including all Addenda, receipt of which we hereby acknowledge, we, the undersigned Tenderer, offer to supply, deliver, install and commission (*the latter two where applicable*)
.....(*insert goods description*) for the sum of.....(*total tender price in words and figures*) or such other sums as may be ascertained in accordance with the schedule of prices inserted by me/ us above.

Name of Tenderer_____

Name and Capacity of authorised person signing the Tender_____

Signature of authorised person signing the Tender_____

Stamp of Tenderer_____

SECTION G: SUMMARY EVALUATION PROCESS

Evaluation of duly submitted tenders will be conducted along the following three main stages: -

6.1 **Part 1 - Preliminary Evaluation** Under Paragraph 21 of the ITT. These are **mandatory** requirements.

6.1.1 This shall include confirmation of the following: -

6.1.1.1 *Submission of Tender Security- Checking its validity, whether it is Original; whether it is issued by a local bank and or approved and acceptable insurance company in Kenya; whether it is strictly in the format required in accordance with the sample Tender Security Form(s).*

6.1.1.2 *Submission and considering Tender Form duly completed and signed.*

6.1.1.3 *Submission and considering the following:-*

(i.) PIN Certificate.

(ii.) Company or Firm's Registration Certificate.

(iii.) Valid Tax Compliance Certificate.

6.1.1.5 *That the Tender is valid for the period required.*

6.1.1.6 *Submission and considering that the required number of sets (original and copies) of Tender.*

6.1.1.7 *Submission and considering the Confidential Business Questionnaire:-*

a) Is fully filled.

b) That details correspond to the related information in the bid.

6.1.2 Checking of the following: -

6.1.2.1 *If required in the Tender Document, submission of the following-*

a) Samples marked with a removable identification tag.

6.1.3 Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any Tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract.

6.1.4 Notwithstanding the above, considering any outstanding orders where applicable and the production capacity indicated by the Tenderer.

Tenders will proceed to the Technical Stage only if they qualify in compliance with Part 1 above, Preliminary Evaluation under Paragraph 21 of ITT.

6.2 **Part II - Technical Evaluation** Under Paragraph 22 of the ITT. It will include the following stages: -

- 6.2.1 Evaluation of the following technical information against Tender Requirements and Specifications:-
- 6.2.1.1 *Type Test Certificates and their Reports or Test Certificates and their Reports from the designated bodies for full compliance with Tender Specifications*
- 6.2.1.2 *Manufacturer's Authorization*
- 6.2.2 Detailed Technical Evaluation
- a) *Evaluation of compliance of submitted samples to technical specifications.*
- b) *Identifying and determining any deviation(s) from the requirements; errors and oversights.*
- 6.3 **Part III – Financial Evaluation** Under Paragraph 22 of the ITT.
- 6.3.1 This will include the following: -
- a) *Confirmation of and considering Price Schedule duly completed and signed.*
- b) *Checking that the Tenderer has quoted prices based on Delivery Duty Paid (DDP) terms,*
- c)* *Checking submission of audited financial statements or bank statements required.*
- 6.3.1.1 *Conducting a financial comparison, including conversion of tender currencies into one common currency,*
- 6.3.1.2 *Correction of arithmetical errors,*
- 6.3.1.3 *Taking into account the cost of any deviation(s) from the tender requirements,*
- 6.3.1.4 *Ascertaining the financial capability through Last Financial Year's audited financial statements. The statements will provide details for*
- determining the liquidity and solvency status of the bidders. The applicable and acceptable ratios are as follows;*
- a) *The acceptable ratios to KWS are as follows:-*
- (i.) *Current ratios i.e. current assets: current liabilities should meet the threshold of at least 0.5:1*
- ii) *Solvency ratios i.e. Debt to Assets Ratio. Should meet the threshold of at least 1:0.5*
- iii) *Turnover in the Last Financial Year i.e. twelve months of at least 50% of the total tender value.*
- b) *The Tenderer should have at least 20% of the total tender value in cash assets in the Balance Sheet provided as part of the audited financial statements.*
- c)* *For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they will not be evaluated on (a) and (b) above, but will instead be evaluated on the basis of having at least a spot balance of 20% of the total tender value evident from the certified bank statements provided.*
- 6.3.1.5 *Considering information submitted in the Confidential Business Questionnaire against other information in the bid including:-*
- a) *Declared maximum value of business*
- b) *Shareholding and citizenship for preferences where applicable.*

6.3.2 Confirming the following: -

6.3.2.1 *that the Supplier's offered Delivery Schedule meets KWS's requirements.*

6.3.2.2 *that the Supplier's offered Terms of Payment meets KWS's requirements.*

***NOTES: -**

1. For purposes of evaluation, the exchange rate to be used for currency conversion shall be the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya. (Visit the Central Bank of Kenya website).
2. Total tender value means the Tenderer's total tender price inclusive of Value Added Tax (V.A.T) for the goods it offers to supply.
3. For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original.
4. The spot balance of 20% required will be that which is seen in the certified bank statements at least in any day of the month of the Date of the Tender Document.
5. The Successful Tenderer shall be the one with the lowest evaluated price.

Section H. Standard Tender Forms

Form of Tender

Date: _____ Tender No: _____

To: THE DIRECTOR
KENYA WILDLIFE SERVICE
P.O. BOX 40241, NAIROBI

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addendum Nos.....
[insert numbers],
the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and
deliver.....

[description of goods]

in conformity with the said tender documents for the sum of.....

[total tender amount in words and figures]

or such other sums as may be ascertained in accordance with the Schedule of Prices attached
herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver the goods in accordance with the
delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____
percent of the Contract Price for the due performance of the Contract, in the form prescribed by
Kenya Wildlife Service.

4. We agree to abide by this Tender for a period of....*[number]* days from the date fixed for tender
opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at
any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written
acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of _____

KWS BUSINESS QUESTIONNAIRE: FORM 2 Serial No.....

Name of the firm Date issued.....

The information provided in this form will enable Kenya Wildlife Service to assess your eligibility to participate in the tendering process and your competence in supplying the goods and services in the tender. Kenya Wildlife Service shall verify the information provided and candidates should note that submission of false information will lead to automatic disqualification.

A: GENERAL INFORMATION:

1.1 Business Name:

1.2 DATE OF REGISTRATION.....

Indicate the form of Business:

1.3 (a) Sole Proprietor..... (b) Partnership.....(c) Company.....

1.4 What businesses are you licensed to operate?

1.5 Postal Address

Tel No

Fax:

Cell Phone.....

Email

Web page.....

1.6 Location of business premises:

Street/Road.....Building and Floor.....Plot No

.....

Is the premises Permanent/Temporary?.....

Residential/Office/shop/warehouse?.....

1.7 Current Trade License No Expiring date

.....

1.8 Who are your Principal Bankers Branch

.....

1.9 Details of business registration: Please complete the relevant section.

Part 1.8 (a) – Sole Proprietor

Your name in full

.....

Are you a Kenya Citizen?.....If not, what is your Nationality

.....

Part 1.8(b) – Partnership/Registered company

Country of

incorporation.....Date.....

	NAME OF PARTNERS/SHARE HOLDERS	NATIONALITY	CITIZENSHIP	OWNERSH IP (SHARES)
1				
2				
3				
4				

B: ELIGIBILITY:

- 2.2 Have you or your principals been subject of legal proceedings for insolvency, Bankruptcy, receivership or your business activities suspended for related reasons?.....if yes, when?[if yes, You must present legal documentary evidence that you are cleared and your business is now solvent].
- 2.3 Have you fulfilled your obligations to pay taxes and social security contributions for the last three years? Yes....No....(

2.4 Are you or your servants or agents subject of legal proceedings(attached documentary evidence for the respective Government Agents) or have been debarred or suspended for corrupt or unethical business practice. Yes.....No.....

C: CAPABILITY AND COMPETENCE TO DELIVER GOODS OR SERVICE:

2.5 What products/service do you want to be considered for.....

2.6 How many employees do you have?How many are Permanent?How many are Temporary?.....

2.7 What is the country of origin for those goods or services?.....

2.8 Are you a manufacturer/wholesaler/retailer/other (please specify).....

(a) If you are a manufacturer or a service organization, are your products certified by the Kenya Bureau of Standards or are you affiliated to a recognized accrediting body? Yes.....No.....[Please attach documentary evidence of the current certification].

(b) If you are not a manufacturer, are you an authorized dealer? Yes.....No.....please attach documentary evidence of the authority from the manufacturer]

2.9 Who are your major customers/clients and what is their telephone contact?

- To what extend is your firm e-enabled with both your suppliers and clients and how do you intend to carry out business with KWS?
- What is your average response time to a request quotation, Delivery of goods after issuance of LPO?

	NAME OF ORGANIZATION	VALUE OF BUSINESS	CONTACT PERSON	TEL NO
1				

2				
3				
4				

2.10 What is the Maximum value of business which you can handle at any one time:

Kshs.....

2.11 If your firm is pre-qualified or awarded the tender, will you abide by the agreed delivery period and supply goods or service within the given specifications by Kenya Wildlife Service? YesNo.....?

D: PAST AND CURRENT PERFORMANCE AND EXPERIENCE

2.12 Is this firm or its directors in any way associated with any other firm that is currently conducting business with or have applied to be considered for pre-qualification or any other tender in Kenya Wildlife Service? If yes, please provide the name(s) of those firm(s), their address, their nature of business and indicate the relationship with the company making this application.

Name of Firm	Address	Nature of Business	Relationship

2.13 Is the firm making this application currently or in previous periods been contracted to supply goods or services to Kenya Wildlife Service? Yes.....No..... If yes, please indicate hereunder the financial year, the goods or services that you supplied and their total value.

Financial Year	Goods or service supplied	Total value

2.14 Have you at any one time been issued with a Purchase Order by the Kenya Wildlife Service and failed to deliver the goods or service without assigning any reason for your action?

Yes.....No.....

2.15 Have you at any one time been requested to quote for supply of goods and services and failed to return the quotation without assigning any reason for your action?

Yes.....No.....

2.16 If you are a current or previous period supplier of goods or service to Kenya Wildlife Service, have you at any one time been issued with a letter of cancellation of LPO for failure to supply goods within the agreed time or for supplying inferior goods not within the specifications?

Yes.....No.....

2.17 Ithe applicant or the authorized person to make this application on behalf of [name of company].....does hereby declare that the information provided is true and correct.

2.18 The Position in the company of the person making this application.....

Signature.....Date.....

OFFICIAL STAMP HERE:

Tender Security Form

Whereas..... *[name of the tenderer]*
(hereinafter called "the tenderer") has submitted its tender dated*[date of submission of tender]* for the supply of.....

..... *[name and/or description of the goods]*
(hereinafter called "the Tender").....
KNOW ALL PEOPLE by these presents that WE.....
of..... having our registered office at

(hereinafter called "the Bank"), are bound unto.....
[name of Procuring entity] (hereinafter called "the Procuring entity") in the sum of
for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this
____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) Fails or refuses to execute the Contract Form, if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank] _____

Contract Form

THIS AGREEMENT made the ____ day of _____ 20 ____ between.....[*name of Procurement entity*] of.....[*country of Procurement entity*] (hereinafter called "the Procuring entity") of the one part and..... [name of tenderer] of..... [city and country of tenderer] (hereinafter called "the tenderer") of the other part:

WHEREAS the Procuring entity invited tenders for certain goods, viz.,..... [brief description of goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of..... [contract price in words and figures] (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a)The Tender Form and the Price Schedule submitted by the tenderer;
 - (b)The Schedule of Requirements;
 - (c)The Technical Specifications;
 - (d)The General Conditions of Contract;
 - (e)The Special Conditions of Contract; and
 - (f)The Procuring entity's Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____)

Performance Security Form

To:
[name of Procuring entity]

WHEREAS*[name of tenderer]*
(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____
[reference number of the contract] dated _____ 20____ to
supply..... *[description*
of goods] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of.....
[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of.....
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Bank Guarantee for Advance Payment

To:
[name of Procuring entity]

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,.....

[name and address of tenderer] (hereinafter called "the tenderer") shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of.....

[amount of guarantee in figures and words].

We, the.....

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until[date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

Manufacturer's Authorization Form

To: *[name of the Procuring entity]*.....

WHEREAS

[name of the Manufacturer]
who are established and reputable manufacturers of.....
[name and/or description of the goods]
having factories at.....
[address of factory]

do hereby authorize.....
[name and address of Agent]

to submit a tender, and subsequently negotiate and sign the Contract with you against tender
No.....
[reference of the Tender]
for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.