



**SUPPLY & DELIVERY OF MOTOR GRADERS,
WHEEL LOADER AND 4X4 FUEL TANKER**

TENDER NO.KWS/HQS/RFM/105/2009-2010

**CLOSING DATE & TIME:
8TH APRIL 2010 at 12 NOON**

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Section I. Invitation for Tender

Date.....

TENDER NO: KWS/HQS/RFM/105/2009-2010

TENDER REFERENCE NAME: SUPPLY AND DELIVERY OF MOTOR GRADERS, WHEEL LOADER AND 4X4 FUEL TANKER.

The Kenya Wildlife Service (KWS) invites sealed bids from eligible candidates for **Supply and delivery of Motor Graders, Wheel Loader and 4X4 Fuel Tanker.**

Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Office, KWS Headquarters, Langata Road, P.O BOX 40241, Nairobi. Tel. 600800 Fax: 603792 during normal working hours.

A complete set of tender documents may be obtained by interested candidates upon payment of a non - refundable fee of **Kshs 5,000.00** (Five thousand shillings only) at the Cash office situated at KWS HQS, payable in cash or bankers cheque to the Director- KWS.

Completed tender documents are to be enclosed in plain sealed envelopes marked with '**Tender reference number and name**' and be deposited in the Tender Box at the entrance of Simba Court, KWS HQS and be addressed to Director, Kenya Wildlife Service P.O. BOX 40241 Nairobi so as to be received on or before **8th April 2010 at 12 Noon.**

Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (90) ninety days from the closing date of the tender.

All Tenders must be accompanied by **an Original** bid security of Ksh 500,000.00 issued in Kenya shillings or a freely convertible currency.

There will be a **pre-bid conference** to be held on 22nd **March 2010 at 10 am** in KWS VET Board Room.

Candidates must prove that they qualify to participate in public procurement in accordance to public procurement Act and Regulations by providing the following documents or evidence.

- Certificate of business registration or certificate of incorporation.
- A declaration or certificate that the candidates have fulfilled the obligation to pay taxes (Tax Compliance) valid for the period of tender.
- Candidates' Audited accounts for the year 2007 and 2008.
- Manufacturers Authorization relating to the item(s) offered OR Dealership License.
- Original Manufacturers Brochures for the item(s) offered.

The bidders **MUST** comply with all the instructions and rules of the tender and particularly ensure that all the forms required are properly completed. Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend at KWS Board Room.

Yours faithfully,

Head - Supply Chain Management

Section II. Instructions to Tenderers

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 provision of services 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 services under this Invitation for tenders.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible Goods/Services

- 2.1 All services to be provided under the contract shall have their origin in eligible source countries.
- 2.3 The origin of services 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 addenda 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

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.
- 5.2 The Procuring entity will respond in writing to any request for clarification of the tender seven (7) 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 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;

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 to be provided, a brief description of the services.

10. Tender Prices

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

10.2 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 goods/services that the tenderer will provide from within Kenya, the prices shall be quoted in Kenya shillings; and

- (b) For goods/services 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 Tenderers 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 Tenderers 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 which the tenderer proposes to provide under the contract.
- 13.2 The documentary evidence of the eligibility of the services shall consist of a statement in the Price Schedule of the country of origin of the goods and services 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 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;
 - (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. Format 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 interlineation, 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

16. Sealing and Marking of Tenders

16.1 The tenderer shall seal the original and each copy (1) of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

16.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the following address:

**The Director,
Kenya Wildlife Service,
P.O Box 40241,
Nairobi.**

(b) Bear, the **Tender Name, the Tender Reference No.** and the words: "DO NOT OPEN BEFORE," 8th April **2010 at 12 Noon.**

16.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

16.4 If the outer envelope is not sealed and marked as required by paragraph 17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

17. Deadline for Submission of Tenders

17.1 Tenders must be received by the Procuring entity at the address specified under paragraph 16.2 not later than **12 NOON on 8th April 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's 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.

18.2 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.

19.2 The tenderers' representatives who are present shall sign a register evidencing their attendance.

19.3 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.

19.4 The Procuring entity 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 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required

sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- 21.2 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 the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 21.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 21.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 21.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

22. Evaluation and Comparison of Tenders

- 22.1 The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 21.
- 22.2 The Procuring entity's evaluation of a tender will exclude and not take into account:
- (a) in the case of services provided in Kenya or services of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the services if a contract is awarded to the tenderer; and
 - (c) Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.
- 22.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 22.5 and in the technical specifications:

- (a) Delivery schedule offered in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- (c) The cost of components, and service;
- (d) The availability in Kenya of and after-sales services for the services offered in the tender;

22.5 Pursuant to paragraph 23.4 the following evaluation methods Will be applied:

(a) *Delivery schedule.*

- (i) The Procuring entity requires that the services under the Invitation for Tenders shall be provided at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

(c) *After sales service facilities.*

Tenderers must offer services with after sales service. Documentary evidence and locations of such back- up must be given. Where a tenderer offers services without such back up in the country, he must give documentary evidence and assurance that he will establish adequate back up for services provided.

23. Contacting Kenya Wildlife Service

23.1 Subject to paragraph 21, no tenderer shall contact KWS 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 10,23 and 28 the KWS 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 quantity of services 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 KWS 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. Notification of Award

28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

28.3 Upon the successful Tenderer's furnishing of the performance security, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security.

29. Signing of Contract

29.1 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.

29.2 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. Corrupt Fraudulent Practices

30.1 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:

(i) "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

(ii) "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;

- (b) Will reject a proposal 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;
- (c) 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.

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

Section III-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.
- (b) “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 entity 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

- 8.1 Provision of services 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 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 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 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 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. Language 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 the Contract is the result of an event of Force Majeure.

Section IV: SCHEDULE OF REQUIREMENTS

No.	Description	Quantity
1.	Motor grader	3
2.	Wheel loader	1
3.	4X4 Fuel Tanker	1

N/B: ALL ITEMS shall be delivered to KWS Central Workshops along Magadi Road, Nairobi.

PRICE SCHEDULE FOR GOODS: SUPPLY AND DELIVERY OF MOTOR GRADERS, WHEEL LOADER AND 4X4 FUEL TANKER; TENDER NO KWS/HQS/RFM/105/2009-2010

1.	2.	3.	4.	5.	6.	7.
Item	Description	Quantity Required	Unit price	Unit price of other incidental services payable	Total Cost (delivered to KWS Workshop)	Country of origin
1	Motor Grader	3				
2	Wheel loader	1				
3	4X4 Fuel Tanker	1				
TOTAL						

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Section V: Technical Specifications

GENERAL

1. These specifications describe the basic requirements for goods. Tenderers are requested to submit with their offers the requisite brochure for the product(s) they intend to supply which contains all the aspects of specification required by the tender.
4. Tenderers must indicate on the specifications sheets whether the equipment offered comply with East African Community specified requirement. Tenderer's are required to respond to every aspect of the technical specifications. Failure to do so may shall result to the tender being non-responsive for the particular item.
3. All the dimensions, weights, size capacities and the like of the equipment to be supplied shall not be outside the tolerances given under 6 below. Deviations from the basic requirements and outside the tolerance, if any and which is/are felt necessary, shall be explained in detail and in writing with the offer, with supporting data such as calculation sheets, etc. KWS reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
4. The tenderers are required to present information along with their offers as follows:
 - i) Shortest possible delivery period.
 - ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.
5. Where fabrication is involved, the technical drawing shall be attached. Failure may result to disqualification on the particular equipment offered.
6. Tolerance for the various specification requirements are:
 - ± 3% for performance data
 - ± 5% for dimensional data
7. The Tenderers are required to produce manufacturer's letter which authorizes them to represent the manufacturer in Kenya/region.

Detailed Technical Specifications are as follows:

**KENYA WILDLIFE SERVICE
TECHNICAL SPECIFICATIONS**

DESCRIPTION: 155 HORSEPOWER MOTOR GRADER.

SPECIFICATION	REQUIRED	TENDERER'S RESPONSE
a) Make	-	-----
b) Model	-	-----
c) Country of origin	-	-----
d) Manufacturer's literature and specifications supplied	Yes	----- (Y/N)

1. GENERAL

A) A standard production, diesel powered Motor Grader, six wheeled, tandem drive, of latest design, robust construction and in current production	Yes Yes, yes	----- (Y/N)
b) Supplied new	Yes	----- (Y/N)
c) Designed to heavy duty specifications capable of operating in tropical conditions in extremes of mud and dust	Yes	----- (Y/N)
d) Most suitable for construction work.	Yes	----- (Y/N)
e) Any information of relevance not included in this specification sheet deemed to be necessary for the enhancement of performance of the equipment shall be included along with the tender response.	Yes	----- (Y/N)

1. DIMENSIONS, WEIGHTS AND PERFORMANCE

A) Overall length exclusive of ripper attachment	8,500 mm	----- (Y/N)
b) Overall width	2,400 mm	----- (Y/N)
c) Overall height, approx.	3,000 mm	----- (Y/N)
d) Wheel base	5,700 mm	----- (Y/N)
a) Blade load	6,500 Kgf	----- (Y/N)
b) Blade width	3,600 mm	----- (Y/N)
c) Basic operating	12 Ton	----- (Y/N)

2. ENGINE

SPECIFICATION	REQUIRED	TENDERER'S RESPONSE
A) Make	-	----- (Y/N)
B) Model	-	----- (Y/N)
C) Country of origin	-	----- (Y/N)

Signature and stamp:

Date:

**KENYA WILDLIFE SERVICE
TECHNICAL SPECIFICATIONS**

DESCRIPTION: 155 HORSEPOWER MOTOR GRADER.

SPECIFICATION	REQUIRED	TENDERER'S RESPONSE
d) Engine type Diesel, 4 stroke	Yes, Yes	----- (Y/N)
e) Engine cooling system, water	Yes	----- (Y/N)
f) Piston displacement, approx.	11,000 cc	----- (Y/N)
g) Number of cylinders	6	----- (Y/N)
h) Mode of air aspiration	Natural	----- (Y/N)
i) Maximum power output / rpm,	155 hp/ 2200 Rpm	----- (Y/N)
j) Maximum torque developed / rpm,	650 NM/ 1400 Rpm	----- (Y/N)
k) Dry type air cleaner with automatic dust evacuator	Yes	----- (Y/N)
l) Water cooled oil cooler	Yes	----- (Y/N)
m) Maximum operating weight (wet)	13,500Kg	----- (Y/N)
n) Average fuel consumption	12 – 17 Lt./hr.	----- (Y/N)
o) Fuel system	Direct injection	----- (Y/N)

3. TRANSMISSION

a) Hydroshift shift transmission	Yes	----- (Y/N)
b) maximum draw bar pull	7,200 kg	----- (Y/N)
a) Number of gear speeds	6F & 6R	----- (Y/N)
b) Hydraulically actuated, force lubricated multiple-disc clutches	Yes	----- (Y/N)
c) Gear shift lock device	Yes	----- (Y/N)
d) Gear shift lock to avoid accidental starts	Yes	----- (Y/N)

STEERING, WHEELS AND BRAKES

a) Fully hydraulic orbitrol control	Yes	----- (Y/N)
b) Cylinder actuation on knuckle arms on both left and right wheels	Yes	----- (Y/N)
c) Maximum steering angle to both left and right	50°	----- (Y/N)
d) Minimum turning radius	7metres	----- (Y/N)
e) Frame articulation angle	25°	----- (Y/N)
a) Pneumatic tyres for both front and rear	Yes	----- (Y/N)
b) Tyre size	1300 x 24	----- (Y/N)
c) Two spare wheels supplied with Motor Grader	Yes	----- (Y/N)
d) Hydraulic foot operated	Yes	----- (Y/N)
a) Brakes to act on rear wheels only	Yes	----- (Y/N)

Tendere's signature and official stamp.

Date:

**KENYA WILDLIFE SERVICE
TECHNICAL SPECIFICATIONS**

DESCRIPTION: 155 HORSEPOWER MOTOR GRADER.

SPECIFICATION	REQUIRED	TENDERER'S RESPONSE
b) Foot brake effort to be assisted by a hydraulic booster	Yes	----- (Y/N)
c) Expanding type Parking brake and to act on transmission	Yes	----- (Y/N)

4. BLADE RANGE, EQUIPMENT AND FRAME.

SPECIFICATION	REQUIRED	TENDERER'S
a) All blade operation to be operated from the driver's seat.	Yes	----- (Y/N)
a) Maximum blade lift	450mm	----- (Y/N)
b) Maximum drop below level	530mm	----- (Y/N)
c) Left/right circle centre shift	780/920mm	----- (Y/N)
d) Left/Right maximum shoulder reach	2000/2000mm	----- (Y/N)
e) Blade cutting angle	30° to 75°	----- (Y/N)
f) Maximum bank cutting angle	90°	----- (Y/N)
g) Left/Right Moldboard sideshift	810/810mm	----- (Y/N)
h) Drawbar made from a A-shaped U-section welded construction	Yes	----- (Y/N)
i) Curved type cutting edges	Yes	----- (Y/N)
a) Cutting edge length sectioned in to two and held down by 16mm bolts	Yes	----- (Y/N)
b) Size of cutting edge LxhXThickness	1830x150x20 mm	----- (Y/N)
c) Blade base	2600mm	----- (Y/N)
d) Blade load	6500kg	----- (Y/N)
e) Moldboard size (LxhXthickness)	3700x650x20 mm	----- (Y/N)
f) Internal gear type control with guide shoes for a smooth 360° rotation	Yes	----- (Y/N)
g) Number of circle teeth	64	----- (Y/N)
a) Frames articulated by two hydraulic cylinders	Yes	----- (Y/N)
b) One-piece-frame for the front frame	Yes	----- (Y/N)
c) Front frame piece dimensions (wxh)	280x300mm	----- (Y/N)
d) Linear weights (Max./Min.)	220/160 kg/m	----- (Y/N)
a) Frames articulated by two hydraulic cylinders	Yes	----- (Y/N)
b) Scarifier attached	Yes (mandatory)	----- (Y/N)

Tenderer's signature and official stamp.

Date:

**KENYA WILDLIFE SERVICE
TECHNICAL SPECIFICATIONS**

DESCRIPTION: 155 HORSEPOWER MOTOR GRADER.

SPECIFICATION	REQUIRED	TENDERER'S RESPONSE
c) Ripper attached	Yes (mandatory)	----- (Y/N)
d) Enclosed cabin with rops	Yes (mandatory)	----- (Y/N)

5. WARRANTY AND MANUALS

A) Each Motor Grader supplied to carry a statement of warranty	Yes	----- (Y/N)
b) Warranty duration min., 1-year or 2000hr	Specify	----- (Y/N)
c) All literature in the English language	Yes	----- (Y/N)
d) Work shop repair manuals supplied (in hard or soft and installed in our machines)	Yes	----- (Y/N)
e) Parts catalogue/CD and software supplied	Yes	----- (Y/N)
f) Operator's handbook supplied	Yes	----- (Y/N)

6. OTHER REQUIREMENTS

A) All construction and all fitments to conform to the laws of Kenya.	Yes	----- (Y/N)
b) Equipment to be painted in KWS brand colours	Yes	----- (Y/N)
c) Equipment registered with the registrar of Motor vehicles. Responsibility of the supplier	Yes, Yes	----- (Y/N)

Tenderer's signature and official stamp

Date:

**KENYA WILDLIFE SERVICE
TECHNICAL SPECIFICATIONS**

DESCRIPTION: 160 HORSEPOWER WHEEL LOADER.

SPECIFICATION	REQUIRED	TENDERERS
a) Make	-	
b) Model	-	
c) Country of origin	-	
d) Manufacturer's literature and specifications supplied	Yes	(Y/N)

1. GENERAL

A) A standard production wheel loader, of latest design, robust construction in current production	Yes Yes, yes	(Y/N)
b) Supplied new	Yes	(Y/N)
c) Designed to heavy duty specifications capable of operating in tropical conditions in extremes of mud and dust	Yes	(Y/N)
d) Most suitable for construction work.	Yes	(Y/N)

2. DIMENSIONS, WEIGHTS AND PERFORMANCE

(A) overall length	7400 MM	(Y/N)
(b) Overall width over tyres	2500 mm	(Y/N)
(c) Overall height, ROPS CAB	3300 mm	(Y/N)
(d) Overall height (fully raised)	5300 mm	(Y/N)
(e) Ground clearance	330 mm	(Y/N)

3. ENGINE

Make	-	
Model	-	
Country of origin	-	
a) 6-cylinder, 4 stroke water cooled engine	Yes, Yes, Yes	(Y/N)
b) Turbocharged air aspiration	Yes	(Y/N)
c) Piston displacement, approx.	7100 cc	(Y/N)

Tendere's signature and official stamp.

Date:

DESCRIPTION: 160 HORSEPOWER WHEEL LOADER.

SPECIFICATION	REQUIRED	TENDERER'S
d) Maximum power output / rpm,	160 hp/ 2300 Rpm	(Y/N)
e) double element dry air cleaner with dust evacuator and clogging indicator	Yes	(Y/N)
f) Disposable oil and air cleaner	Yes	(Y/N)

4. TRANSMISSION, UNDERCARRIAGE AND STEERING

A) 3-element, 1-stage, 1-phase torque converter	Yes, yes, yes	(Y/N)
b) Full-Powershift, countershaft transmission	Yes, Yes	(Y/N)
c) 4F – 4R speeds	Yes	(Y/N)
d) Planetary gear, single reduction final drive	Yes	(Y/N)
e) Torque proportioning differential gear	Yes	(Y/N)
f) 4WD drive	Yes	(Y/N)
g) Semi-floating front axle	Yes	(Y/N)
h) Center pin support, semi-floating 30° total oscillation rear axle	Yes	(Y/N)
i) Spiral bevel gear reduction on final drive	Yes	(Y/N)
j) Full hydraulic power steering system with orbit roll system	Yes	(Y/N)
k) Steering gear pump capacity	150lit./min	(Y/N)
l) Steering relieve valve rating	210kg/cm ²	(Y/N)
m) Two steering cylinders of double acting capability	Yes	(Y/N)
n) Left and right steering angle	40°	(Y/N)
o) Minimum turning radius at center of outside tyre	5100mm	(Y/N)

MAIN HYDRAULICS AND BRAKES

A) type of main hydraulic pump	GEAR		(Y/N)
b) hydraulic pump capacity	160+77 lit/min		(Y/N)
c) Relieve valve rating	210 kg/cm ²		(Y/N)
d) 2-spool type valve control	Yes		(Y/N)
e) Hydraulic cycle time with rated load in bucket	Raise	6 sec.	(Y/N)
	Lower (empty)	3.5 sec.	(Y/N)
	Dump	1.5 sec.	(Y/N)

Tendere's signature and official stamp.

Date:

DESCRIPTION: 160 HORSEPOWER WHEEL LOADER.

SPECIFICATION	REQUIRED	TENDERER'S
a) Disc brakes all front and rear	Yes	(y/n)
b) Wet disc parking brakes	Yes	(Y/N)
c) Brakes to have a warning light on control panel	Yes	(Y/N)
d) 20.5 x 25 optimum tyre size	Yes	(Y/N)

5. BUCKET

a) Cubic capacity heaped	2.7m ³	(Y/N)
b) Bucket width (over tyres)	2,500mm	(Y/N)
c) Bucket weight	1300kg	(Y/N)
d) Bucket break out force	123KN	(Y/N)
e) 2900 mm dumping clearance	Yes	(Y/N)
f) 350 mm digging depth	Yes	(Y/N)
g) 2300 mm bucket width	Yes	(Y/N)
f) Maximum Dumping clearance at 45 dump angle (end of tooth)	2800 mm	(Y/N)
(g) Digging depth	0°	90 mm (Y/N)
	10°	200 mm (Y/N)

6. HYDRAULICS AND OPERATING WEIGHT

A) Spool valve control	Yes	(Y/N)
b) Double acting piston type on cylinders	Yes	(Y/N)
c) Control valves to be spool type	Yes	(Y/N)
d) 1.5KN/cm ² relieve valve setting	Yes	(Y/N)
e) raise, hold, lower, and float boom lift	Yes	(Y/N)
f) 13 ton gross Operating mass	Yes	

7. WARRANTY AND MANUALS

A) each vehicle supplied to carry a statement of warranty	Yes	(Y/N)
b) Warranty duration min., 12 months or 600hrs.	Yes	(Y/N)
c) All literature in the English language	Yes	(Y/N)
d) Work shop repair manuals supplied	Yes	(Y/N)
e) Parts catalogue/CD and software supplied	Yes	(Y/N)
f) Drivers handbook and service schedule supplied	Yes	(Y/N)

Tendere's signature and official stamp.

Date:

DESCRIPTION: 160 HORSEPOWER WHEEL LOADER.

8. OTHER REQUIREMENTS

Body construction and all fitments to conform to cap 403 kenya traffic act	Yes	(Y/N)
Vehicle to be registered with the registrar of Motor vehicles. Responsibility of the Tenderer	Yes, Yes	(Y/N)
Enclosed cabin with rops	Yes	(Y/N)

Tenderer's signature and official stamp

Date:

DESCRIPTION: TRUCK 4X4, 4-COMPARTMENT 8000 LITER AVEGAS/JET-A1 FUEL TANKER

GENERAL

SPECIFICATION	REQUIREMENT	TENDERER'S RESPONSE
a) Make	-	
b) Model	-	
c) Country of origin	-	
d) Manufacture's literature and specifications Supplied	Yes	(Y/N)

GENERAL

A) Standard production, 4x4 lorry of latest design within the class, robust construction in current production	Yes, Yes, Yes	(Y/N)
b) Designed to heavy duty specifications, capable of operating in tropical conditions in extreme of mud or dust	Yes, Yes	(Y/N)
c) Most suitable for operating both in "on and off" the road condition within its class.	Yes	(Y/N)
d) Supplied new	Yes	(Y/N)

BODY DIMENSIONS AND WEIGHTS

a) Overall length	7,400 mm	(Y/N)
a) Overall width	2,400 mm	(Y/N)
b) Front overhang	1,300 mm	(Y/N)
c) Rear overhang	1,900 mm	(Y/N)
d) Front track	1,950 mm	
e) Rear track	1,800 mm	(Y/N)
f) Overall cabin height	2,800 mm	(Y/N)
g) Wheel base	2,350 mm	(Y/N)
h) G V W	13,000 kg	(Y/N)
i) Cab chassis weight	4,600kg	(Y/N)

Tenderer's signature and stamp

Date.

DESCRIPTION: TRUCK 4X4, 4-COMPARTMENT 8000 LITER AVEGAS/JET-A1 FUEL TANKER

ENGINE

a) Four (4) stroke	Yes	(Y/N)
B) Diesel, water cooled engine	yes, yes, yes	(Y/N)
c) Piston displacement	8200 cc	(Y/N)
d) Maximum power	198 hp/2800rpm	(Y/N)
e) Maximum torque	500NM/1700rpm	(Y/N)
f) Air aspiration	Natural	(Y/N)
g) Number of cylinders	6	(Y/N)
h) Fuel tank capacity	200 Litres	Specify
i) Fuel injection system	Direct	(Y/N)

TRANSMISSION, SUSPENSION & BRAKES

A) 5-speed gearbox with 1 (one) reverse	Yes	(Y/N)
b) 4- wheel selection,	Yes	(Y/N)
c) Single plate clutch, hydraulic with air assistance	Yes, yes	(Y/N)
d) Hydro pneumatic braking system	Yes	(Y/N)
e) Exhaust brake	Yes	(Y/N)
f) Leaf spring at both rear and front	Yes	(Y/N)
g) Beam axles both rear and front	Yes	(Y/N)

SUSPENSION AND WHEEL

a) Heavy duty leaf springs both rear and front	Yes	(Y/N)
b) Telescopic shock absorbers at the front	Yes	(Y/N)
c) 20 inch wheel rim diameter	Yes	(Y/N)
d) 900/1100 x 20 tyre size	Yes	(Y/N)
e) Spare wheel to be provided	Yes	(Y/N)
f) Secure provision for spare wheel	Yes	(Y/N)

Tenderer's signature and stamp

Date.

DESCRIPTION: TRUCK 4X4, 4-COMPARTMENT 8000 LITER AVEGAS/JET-A1 FUEL TANKER

TANK CONSTRUCTION AND ACCESSORIES.

a) Fuels tank locally fabricated/manufactured	Yes	(Y/N)
b) 50x50mm A-line spacers. Should not be welded onto chassis	Yes, Yes	(Y/N)
c) Timber runners, 65mm x 50mm of seasoned hard timber runners on chassis	Yes	(Y/N)
d) Inverted steel "U" sections covering timber	Yes	(Y/N)
e) Tank secured to chassis by 16mm U-bolts	Yes	(Y/N)
f) Fuel tank fabricated to hold 8000 liters of Avgas and Jet-A1 fuel	Yes	(Y/N)
g) Tank to be elliptical with dome ends	Yes	(Y/N)
h) Water tank fabricated out of 3mm MS plate	Yes	(Y/N)
i) 4000mm Tank overall length	Yes	(Y/N)
j) Tank to be tested at a pressure of 2bar.	Yes	(Y/N)
k) 3.3mm thick MS baffle plates	Yes	(Y/N)
l) 2½% expansion provision	Yes	(Y/N)
m) Transmission PTO driven gear pump supplied and fitted on the truck side.	Yes	(Y/N)
n) Pump to be of 300li/min capacity	Yes	(Y/N)
o) Inspection manhole on top of tank with suitable locking mechanism and provision for seal.	Yes	(Y/N)
p) Dip stick provided and calibrated in liters	Yes	(Y/N)
q) Flame trap provided	Yes	(Y/N)
r) There shall be a local ceiling lid	Yes	(Y/N)
s) Non spilling vent valve	Yes	(Y/N)
t) Ullage bar provided under the lid for each compartment	Yes	(Y/N)
u) Delivery meter counter to be in liters calibration.	Yes	(Y/N)
v) Compartments to be well labeled – type of fuel and capacity.	Yes	(Y/N)
w) Drain hoses and couplings to be provided	Yes	(Y/N)
x) Earth clamp and terminal and terminal post provided	Yes	(Y/N)
y) 7-meters Earthing cable with clamps/terminals provided	Yes	(Y/N)

Tenderer's signature and stamp

Date.

DESCRIPTION: TRUCK 4X4, 4-COMPARTMENT 8000 LITER AVEGAS/JET-A1 FUEL TANKER

z) Tail lamp guards made out of weld mesh minimum strength	Yes	(Y/N)
aa) Suitable tool box fabricated at the bottom body on the left hand side body	Yes	(Y/N)
bb) Side ladder with platform leading to top manhole	Yes	(Y/N)
cc) Lockable compartment for holding the hoses and earth wire provided.	Yes	(Y/N)

BODY FINISH.

a) All fabricated body to be thoroughly cleaned and coated with a high anti-rust prima before painting	Yes	(Y/N)
b) Whole vehicle to be painted to KWS green	Yes	(Y/N)

10. OTHER REQUIREMENT

a) Truck to be provided with towing hook for a draw bar	Yes	(Y/N)
a) Body construction and all fittings to conform to CAP 403 Kenya Traffic Act and any other regulatory requirement..	Yes (Mandatory)	(Y/N)
b) Vehicle (fully built) to be inspected at the Vehicle Inspection Center for compliance with all requisite Legislation.	Yes	(Y/N)
a) It should be registered with the Registrar of Motor vehicles.	Yes	(Y/N)
c) Inspection is the responsibility of the supplier	Yes	(Y/N)
d) the vehicle registration (in KWS name) is the responsibility of the supplier	Yes	(Y/N)

Tenderer's signature and stamp

Date.

DESCRIPTION: TRUCK 4X4, 4-COMPARTMENT 8000 LITER AVEGAS/JET-A1 FUEL TANKER

11. MANUALS

a) All literature in the English language	Yes	(Y/N)
Workshop repair Manual,	Yes	(Y/N)
a) Parts catalogue/CD/software provided	Yes	(Y/N)
b) Drivers handbook and warrant booklet Supplied	Yes	(Y/N)

Tenderer's signature and stamp

Date.

Section VI. Standard Tender Forms

(i) FORM OF TENDER

Date: _____
Tender N°: _____

To:
.....
[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda 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(Procuring entity).

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 _____

(ii) KWS BUSINESS QUESTIONNAIRE:

FORM 2 Serial No.....

TENDER NO SUPPLY AND DELIVERY

OF.....
..

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.....

EmailWeb 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 1.9 (a) – Sole Proprietor

Your name in full

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

Part 1.9(b) – Partnership/Registered company

Country of incorporation.....Date.....

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

B: ELIGIBILITY:

- 2.1 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].
- 2.2 Have you fulfilled your obligations to pay taxes and social security contributions for the last three years?
Yes....No....(
- 2.3 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.....
- 2.4 Is the firm making this application or any of its directors been debarred or suspended from participating in public procurement or have any Procurement Entity initiated proceedings of that nature against the firm or one of its Directors, for any reason whatsoever? Yes.....No.....

You must attach copies of your

- 1. Business Registration Certificate,
- 2. VAT certificate,
- 3. PIN Number and

the recent 3 years Audited Accounts copies of the bank statements for the last 6 months for your application to be considered.

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 LOP?

	NAME OF ORGANIZATION	VALUE OF BUSINESS	CONTACT PERSON	TEL NO
1				
2				
3				
4				
5				

- 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.

Please answer all the questions correctly and truthfully and ensure that the required bid security and other required documents accompany this application on the tender opening date. The bid security must be in its original form and obtained from a bank or you may deposit cash or a Banker's Cheque of an equivalent amount with the Kenya Wildlife Service.

Note that following your submission of this application; you may not make any unsolicited communication in any way. All communication, if necessary, should be in writing. Otherwise, it will construed as an attempt to influence the tender examination and evaluation and will lead to automatic disqualification from participating in this or any other tender..

Be aware that if you are awarded this tender you must maintain the quality of the goods or services and deliver within the dates agreed and indicated in the LPO. You may not ask for price adjustments for the period of this tender unless there is a justification for such adjustments on the basis of the general economic conditions.

Otherwise, it will be a breach of contract and KWS has the right to terminate the entire contract and to disqualify irresponsible tenderers from participating in any other tender in the future.

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

OFFICIAL STAMP HERE:

iii) 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 KWS
(hereinafter called "Kenya Wildlife Service") in the sum of
for which payment well and truly to be made to the said KWS, 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 KWS 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 KWS up to the above amount upon receipt of its first written demand, without KWS having to substantiate its demand, provided that in its demand KWS 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 be made to the Bank not later than the above date.

[signature of the bank]

iv) Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of client]* (hereinafter called the "Client") and, on the other hand, *[name of tenderer]* (hereinafter called the "Tenderer").

WHEREAS

- (a) the Client has requested the Tenderer to supply and deliver the specified Vehicles, plants and equipment, as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Goods");
- (b) the Tenderer, having represented to the Client that they have the required items, have agreed to provide the Goods on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) SECTION D - The General Conditions of Contract;
 - (b) SECTION E - The Special Conditions of Contract KWS Form1;
 - (c) SECTION F - Schedule of Requirements
 - (d) SECTION H - Tender Form and Price Schedules for goods submitted by the Tenderer
 - (e) Technical specifications
 - (f) SECTION I - Tender Security Form.
 - (g) SECTION J - This contract Form
 - (h) SECTION K - Performance Security Form
 - (i) SECTION L - Bank Guarantee for Advanced Payment
 - (j) SECTION M - Manufacturers Authorisation Form
 - (k) The Notification of Award by KWS
2. The mutual rights and obligations of the Client and the Tenderer shall be as set forth in the Contract, in particular:
 - (a) The Tenderer shall supply and deliver the goods in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Tenderer in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of client]*

[Authorised Representative]

For and on behalf of *[name of Tenderer]*

[Authorised Representative]

v). Performance Security Form

To: KENYA WILDLIFE SERVICE

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*]

vi). Bank Guarantee for Advance Payment

To: KENYA WILDLIFE SERVICE

[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 KWS 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 KWS 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]

[date]

vii). Manufacturer's Authorization Form

To: *KENYA WILDLIFE SERVICE*

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 competent person.