

Ref: KWS/OT/MKT/48/2015-2016

29<sup>th</sup> Jan 2016

TO: ALL BIDDERS

**RE: ADDENDUM TENDER NO: KWS/OT/MKT/48/2015-2016; PROVISION OF CREATIVE AGENCY SERVICES**

Following a pre bid meeting held on 28<sup>th</sup> Jan 2016, Kenya Wildlife Service wishes to make the following clarifications to the tender.

**1. SECTION 6.0; PROPOSAL STANDARD FORMS**

The attached forms; (i) Tender Security form, and (ii) Tender securing declaration form, are hereby issued to form part of the tender document.

**2. DATA SHEET**

**Part 4.2; Proposal evaluation and criteria and process**

The matrix has been amended as follows;

Item	Criterion Total
<p><b>1. Company profile</b></p> <ul style="list-style-type: none"> <li>• Ownership – 3Marks</li> <li>• Financial Performance;-profitability index &amp; liquidity Ratio – 2marks</li> </ul>	5
<p><b>2. Understanding &amp; Interpretation of the Terms of Reference.</b> A clear narrative demonstrating what they understand the assignment involves.</p>	5
<p><b>3. Capacity</b></p> <ul style="list-style-type: none"> <li>• Bidding firm’s experience in similar assignments at least five (5) projects – (Proof of assignment by attachment of contracts or LPO, and narrative on the scope of assignment- 6 points per assignment) <b>30marks.</b></li> <li>• Qualification and relevant experience               <ul style="list-style-type: none"> <li>- Team leader – <b>5 marks.</b> Bidder to provide evidence on Qualifications and experience in handling similar assignments.</li> <li>- 3 other Team members -<b>5 marks.</b> (Bidder to provide the team composition with specific roles in the provision of services, their Qualifications and experience in the roles proposed).</li> </ul> </li> </ul>	40

<p><b>4. Methodology, Approach</b></p> <ul style="list-style-type: none"> <li>• Detailed concept brief, proposed campaign strategy and presentation.</li> <li>i. Suitability and creativity of the proposal – Does the proposed solution meet the needs and go beyond the scope as requested in the RFP – 10 marks</li> <li>ii. Clear design and content layout, instant and powerful brand recognition – 10 marks</li> <li>iii. Other proposed creative elements that would see us meet our objectives – 10 marks</li> <li>iv. Oral AND/OR audio Visual presentation of proposed campaign strategy- 10 marks</li> </ul>	40
<p><b>5. Work plan and Work schedule</b></p> <ul style="list-style-type: none"> <li>• Clear and systematic apportionment of time in various activities and allocation of duties.</li> <li>• Realistic deadlines within the contract timeline</li> </ul>	10
<p><b>Total technical score</b></p>	<b>100</b>

This addendum shall be construed to form part of the tender document.

All other conditions remain.

Yours faithfully,

**Head Supply Chain Management**

**(i) TENDER – SECURING DECLARATION FORM**

[The Bidder shall complete in this Form in accordance with the instructions indicated]

Date: [insert date (as day, month and year) of Bid Submission] Tender No. [insert number of bidding process]

To: [insert complete name of Purchaser]

We, the undersigned declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration
  
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchase for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we-
  - (a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
  - (b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity
    - (i) Fail or refuse to execute the Contract, if required, or
    - (ii) Fail or refuse to furnish the Performance Security, in accordance with the ITT
  
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
  - (i) Our receipt of a copy of your notification of the name of the successful Bidder; or
  - (ii) Twenty-eight days after the expiration of our Tender
  
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: [insert signature of person whose name and capacity are shown] in the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on ..... day of ..... [insert date of signing]

## ***(ii) 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/Insurance company”), 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/Insurance company binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank/Insurance Company 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 reach the Bank not later than the above date.

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*[signature of the bank/insurance company]*