

**TENDER FOR SUPPLY AND DELIVERY OF MOTOR VEHICLES, MOTOR BIKES AND
FARM TRACTORS
FOR MARSABIT NATIONAL PARK AND RESERVE**

TENDER NO: - KWS/OT/AFD/09/2016-2017

CLOSING DATE AND TIME:

10th November 2016 AT 12.00 NOON

TABLE OF CONTENTS:

Section A. Invitation to tender	3
Section B. Instructions to Tender	5
Section C:-General Conditions of Contract.....	18
Section D. Special Conditions of Contract.....	22
Section E. SCHEDULE OF REQUIREMENTS AND PRICE SCHEDULE	25
Section F. Technical Specifications	25
Section G. Standard Tender Forms.....	26
Section H: Goods Supply Contract	68

Section A. Invitation to tender

NATIONAL COMPETITIVE TENDER

TENDER NO: - KWS/OT/AFD/09/2016-2017 FOR: SUPPLY AND DELIVERY OF MOTOR VEHICLES, MOTOR BIKES AND FARM TRACTOR FOR MARSABIT NATIONAL PARK AND RESERVE.

1. 1. The Northern Kenya Biodiversity Conservation Project (Marsabit) was conceived and formulated by the Government of Kenya (GOK) with the overall goal of achieving sustainable use of natural resources while at the same time optimizing ecological service functions, particularly water, grazing and energy provision in an area of northern Kenya that centers on Marsabit forest and its ecological and economic connections. The project was officially declared effective on Tuesday 23rd July 2013 after fulfilling all the conditions of effectiveness for an implementation period of five years (2013-2018). The project intends to apply part of the proceeds for procurement of Electric Fence Materials, and Wooden Posts for Marsabit National Park and Reserve. The implementing partners for the fence activity are: Kenya Wildlife Services (KWS), Kenya Forestry Service, and the Local Communities
2. The project intends to apply part of the proceeds for procurement of motor vehicles, motor bikes and farm tractor for Marsabit National Park and Reserve. The implementing partners for the vehicle activity are: Kenya Wildlife Services (KWS), and Local Communities.
3. The Kenya Wildlife Service now invites sealed tenders from eligible bidders for the **supply and delivery** of Motor Vehicles, Motor Bikes and Farm Tractor for Marsabit National Park and Reserve.
4. A complete set of tender documents may be obtained by downloading free of charge from KWS website www.kws.go.ke/downloads-tenders-section with the supplier giving information shown in the tender documents before the deadline for submission of tenders.
5. Tenders must be accompanied by a bid security of Kshs 200,000.00 (Two hundred thousand shilling issued in the form of a bank guarantee from a bank or an insurance firm and valid for **120 days** from the date of tender opening.
6. Candidates **MUST** prove that they qualify to participate in public procurement by providing copies of the following Mandatory documents:
 - i) Certificate of Incorporation.
 - ii) Valid Tax Compliance Certificate
 - iii) Certified audited accounts for year 2014 and 2015 or bank statement for the last 12 months.

iv) Certified Current CR 12 from registrar of companies or a copy of business registration certificate for sole proprietorship or the equivalent document for partnerships that clearly indicates the ownership of the companies

v) Fully filled business questionnaire

7. Bids must remain valid for a period of ninety (90) days from the date of tender opening.

8. The completed tenders in plain sealed envelopes clearly marked **“TENDER NO: - KWS/OT/AFD/09/2016-2017 for the Supply and Delivery of Motor Vehicles. Motor Bikes and Farm Tractor for Marsabit National Park and Reserve** shall be addressed to:

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

and dropped in the Tender Box situated at the **Kenya Wildlife Service Offices situated on Lang’ata road KWS headquarters Main Reception** –or posted so as to reach the above address on or before **10th November 2016 at 12:00 noon.**

Opening will be on **10th November 2016 at 12:00 noon.** In the presence of bidders or their representatives who choose to attend in the **KWS conference room.** Late bids will not be accepted regardless of the circumstances.

10. **KWS is a corrupt free Organization and no one is required to provide any inducement to participate in any of its implementation processes.**

Section B. Instructions to tenderers

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 materials and 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 KWS to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Cost of Tendering

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

3 The Tender Document

3.1 Contents of the Tender Document

This tender document comprises the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders.

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

- 3.2 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.

4. Clarification of Documents

- 4.1 A prospective tenderer requiring any clarification of the tender document may notify KWS in writing. KWS will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by KWS. Written copies of KWS response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have purchased the tender document.

5. Amendment of Documents

- 5.1 At any time prior to the deadline for submission of tenders, KWS, 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 / addendum.
- 5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing, and will be binding on them.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KWS, at its discretion, may extend the deadline for the submission of tenders.

Preparation of Tenders

6. Language of Tender

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and KWS, shall be written in English language, except for any printed literature furnished by the tenderer which 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.

7. Documents Comprising the Tender

- 7.1 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; and
 - (d) Tender security furnished in accordance with paragraph 14

8. Tender Form

8.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

9. Tender Prices

9.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.

9.2 Prices indicated on the Price Schedule shall include all duties and taxes payable in the country and charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and

9.3 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.

10. Tender Currency

10.1 Prices shall be quoted in Kenya Shillings irrespective of their source.

11. Tenderer's Eligibility and Qualifications.

11.1 Pursuant to paragraph 1, 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.

11.2 The documentary evidence of the tenderers eligibility to tender shall establish to KWS satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 1 above.

11.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to KWS's satisfaction:

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods;
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderers' maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

12. Goods' Eligibility and Conformity to Tender Document.

- 13.1 The tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods, which the tenderer proposes to supply under the contract.
- 13.2 The documentary evidence of the eligibility of the goods 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 goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by KWS;- (requires physical presence and stocks of the spares, special tools etc) and;
 - (c) a clause-by-clause commentary on KWS 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.
- 13.4 For purposes of the commentary to be furnished pursuant to paragraph 13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by KWS in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to KWS's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

14. Tender Security

- 14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Invitation to tender.
- 14.2 The tender security is required to protect KWS against the risk of Tenderer's conduct, which would warrant the security's forfeiture, pursuant to paragraph 14.7
- 14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, in the form provided in the tender documents or another form acceptable to KWS and valid for thirty (30) days beyond the validity of the tender.
- 14.4 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by KWS as non-responsive, pursuant to paragraph 22.
- 14.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by KWS.

14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance bond, pursuant to paragraph 31.

14.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by KWS on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 30
 - or**
 - (ii) To furnish performance bond in accordance with paragraph 31.

15. Validity of Tenders

15.1 Tenders shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by KWS, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by KWS as non-responsive.

15.2 In exceptional circumstances, KWS 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. The tender security provided under paragraph 14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

16. Format and Signing of Tender

16.1 The tenderer shall prepare TWO COPIES of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

16.2 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. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

16.3 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

17. Sealing and Marking of Tenders

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

17.2 The inner and outer envelopes shall:

(a) Be addressed to KWS at the following address:

The Director General
Kenya Wildlife Service
P.O BOX 40241-00100
NAIROBI.

(b) Bear, the Project name the Invitation for tenders (IFT), and the words: "DO NOT OPEN BEFORE," 10th November 2016 **at 12.00 noon**

(c) Be dropped in the Tender Box situated at the **Main reception of Kenya Wildlife Service Offices situated in Nairobi –Lang'ata Road** or posted so as to reach the above address on or before **10th November 2016 12:00 noon.**

17.3 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".

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

18. Deadline for Submission of Tenders

18.1 Tenders must be received by KWS at the address specified under paragraph 17.2 not later than **10th November 2016 at 12.00 noon**

18.2 KWS 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 KWS and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Modification and Withdrawal of Tenders

19.1.1 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 KWS prior to the deadline prescribed for submission of tenders.

19.2 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.

19.3 No tender may be modified after the deadline for submission of tenders.

19.4 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. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 14.7.

Opening and Evaluation of Tenders

20. Opening of Tenders

20.1.1 All tenders will be opened in the presence of tenderers' representatives who choose to attend on 10th November 2016 at **12:00 noon** in the **KWS conference room**. Late bids will not be accepted regardless of the circumstances.

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

20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as KWS, at its discretion, may consider appropriate, will be announced at the opening.

20.2. The KWS procurement office will prepare minutes of the tender opening.

21. Clarification of Tenders

21.1 To assist in the examination, evaluation and comparison of tenders KWS 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.

21.2 Any effort by the tenderer to influence KWS in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

22. Preliminary Examination

22.1 KWS 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.

22.2 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 there is a discrepancy between words and figures, the amount in words will prevail. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited.

- 22.3 KWS 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.
- 22.4 Prior to the detailed evaluation, pursuant to paragraph 23, KWS 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. KWS's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 22.5 If a tender is not substantially responsive, it will be rejected by KWS and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

23. Evaluation and Comparison of Tenders

- 23.1 KWS will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 22.
- 23.2 The evaluation of a tender will exclude and not take into account:
- (a) in the case of goods manufactured in Kenya or goods of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods 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.
- 23.3 The comparison shall be of the delivered price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.
- 23.4 The 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 23.5 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, mandatory spare parts, and service;
 - (d) The availability in Kenya of spare parts and after-sales services for the equipment offered in the tender;
- 23.5 Pursuant to paragraph 23.4 the following evaluation methods will be applied:

(a) *Delivery schedule.*

- (i) KWS requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than KWS'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. KWS may consider the alternative payment schedule offered by the selected tenderer.

(c) *Spare parts and after sales service facilities.*

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

23.6 Preference

23.6.1 For purposes of section 39(4) (d) of the Public Procurement and Disposal Act, public entities shall grant exclusive preference to local contractors offering–

- (a) motor vehicles, plant and equipment that are assembled in Kenya;
- (b) construction material and other material used in the transmission and conduction of electricity of which such material is made in Kenya;
- (c) furniture, textiles, foodstuffs and other goods made or locally available in Kenya.

23.6.2 For the purposes of section 39(8) (a) (ii) of the Public Procurement and Disposal Act, the threshold below which exclusive preference shall be given to citizen contractors, shall be the sum of –

- (a) one billion shillings for procurements in respect of road works, construction materials and other materials used in transmission and conduction of electricity of which the material is made in Kenya;
- (b) five hundred million shillings for procurements in respect of other works;
- (c) one hundred million shillings For procurements in respect of goods; and
- (d) fifty million shillings for procurements in respect of services.

23.6.3 For the purpose of benefiting from preference and reservations schemes, an enterprise owned by youth, women or persons with disabilities shall be a legal entity that—

(a) is registered with the relevant government body; and

(b) has at least seventy percent membership of youth, women or persons with disabilities and the leadership shall be one hundred percent youth, women and persons with disability, respectively

23.6.4 For the purpose of ensuring sustainable promotion of local industry, all foreign tenderers participating in international tenders shall source at least forty percent of their supplies from citizen contractors. Tenderer shall provide documentary evidence to assure KWS of compliance with the requirements.

24. Contacting KWS

24.1 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.

24.2 Any effort by a tenderer to influence KWS in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender's bid proposal.

25. Award of Contract

Post-qualification

25.1 In the absence of pre-qualification, KWS 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.

25.2 The determination will take into account the Tenderer's financial, technical, production and after sales backup capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the tenderer, pursuant to paragraph 12.3, as well as such other information as KWS deems necessary and appropriate.

25.3 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 KWS will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

26. Award Criteria

26.1 Subject to paragraph 10,23 and 28 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.

27. KWS's Right to Vary quantities

27.1 KWS reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

28. KWS Reserves Right to Accept or Reject Any or All Tenders

28.1 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 KWS's action.

29. Notification of Award

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

29.2 The notification of award will constitute the formation of the Contract.

29.3 Upon the successful Tenderer's furnishing of the performance bond pursuant to paragraph 31, KWS will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 14.

30. Signing of Contract

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

30.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KWS.

31. Performance bond

31.1 Within fourteen (14) days of the receipt of notification of award from KWS, the successful tenderer shall furnish the performance bond in accordance with the Conditions of Contract, in the Performance bond Form provided in the tender documents, or in another form acceptable to it (KWS).

31.2 Failure of the successful tenderer to comply with the requirement of paragraph 30 or paragraph 31 shall constitute sufficient grounds for the annulment of the award and

forfeiture of the tender security, in which event KWS may make the award to the next lowest evaluated Candidate or call for new tenders.

32. Corrupt and Fraudulent Practices

32.1 KWS requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, KWS:-

(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 anything 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 KWS, 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 KWS 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.

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

Appendix to the General Instructions to Tenderers

The following information regarding the particulars of the tender shall complement/ supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instructions to tenderers reference	Particulars of appendix to instructions to tenders
22.1: Preliminary Evaluation	<p>Candidates MUST prove that they qualify to participate in public procurement by providing copies of the following Mandatory documents:</p> <ul style="list-style-type: none"> vi) Certificate of Incorporation. vii) Valid Tax Compliance Certificate viii) Certified audited accounts for year 2014 and 2015 or bank statement for the last 12 months. ix) Certified Current CR 12 from registrar of companies or a copy of business registration certificate for sole proprietorship or the equivalent document for partnerships that clearly indicates the ownership of the companies x) Fully filled business questionnaire <p><i>All the mandatory documents must be provided for a bid to proceed to technical evaluation stage.</i></p>
Technical evaluation	<p>All documentation catalogues and Manufacturers' Authorizations MUST accompany the bid and must comply to KWS technical specifications.</p>
26.1: Award criteria	<p>The award will be made as follows:</p> <p>ITEM-BY-ITEM basis</p> <p>The items are clearly shown in the schedule of requirements.</p>

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 KWS 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 Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to KWS under the Contract.
- (d) "KWS" means, Kenya Wildlife Service which is the organization purchasing the Goods under this Contract.
- (e) "The tenderer" means the individual or firm supplying the Goods under this Contract.

2. Application

2.1 These General Conditions shall apply in all Contracts made by KWS for the procurement of goods.

3. Country of Origin

3.1 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced.

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

4. Standards

4.1 The Goods supplied 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 KWS'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 KWS 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 KWS 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 property of KWS and shall be returned (all copies) to KWS on completion of the Tenderer's performance under the Contract if so required by KWS.

6. Patent Rights

- 6.1 The tenderer shall indemnify KWS against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Kenya.

7. Performance bond

- 7.1 Within fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KWS the performance bond in the amount specified in Special Conditions of Contract.
- 7.2 The proceeds of the performance bond shall be payable to KWS as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 7.3 The performance bond shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KWS and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to KWS, in the form provided in the tender documents.
- 7.4 The performance bond will be discharged by KWS and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

8. Inspection and Tests

- 8.1 KWS or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. KWS shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KWS.
- 8.2 Should any inspected or tested Goods fail to conform to the Specifications, KWS may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to KWS.
- 8.4 KWS's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by KWS or its representative prior to the Goods' delivery.

8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

9. Packing

9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by KWS in its Schedule of Requirements and the Special Conditions of Contract.

11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract

12. Payment

12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.

12.2 Payments shall be made promptly by KWS as specified in the contract.

13. Prices

13.1 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.

14. Assignment.

14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with KWS's prior written consent.

15. Sub-contracts

15.1 The tenderer shall notify KWS in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

16. Termination for Default

16.1 KWS 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 deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by KWS.
- (b) if the tenderer fails to perform any other obligation(s) under the Contract.
- (c) if the tenderer, in the judgment of KWS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

16.2 In the event KWS terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the tenderer shall be liable to KWS for any excess costs for such similar Goods.

17. Liquidated Damages

17.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, KWS 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.

18. Resolution of Disputes

18.1 KWS 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.

18.2 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 forum using the laws of the Republic of Kenya.

19. Language and Law

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

20. Force Majeure

20.1 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 D. Special Conditions of Contract

General

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

SCC 1:- Clause 9 of GCC: Payment will be effected upon delivery, inspection and acceptance of the equipment.

SCC 2:- Clause 10 of GCC: No price adjustments are allowed in the contract.

SCC 3:- Clause 14 of GCC: Liquidated damages will be sum equivalent to 0.5% per week of delivered price of the delayed goods up to a maximum deduction of 10% of the delayed goods.

SCC 4:- Clause 15 of GCC: Disputes will be adjudicated under local arbitration organs.

SCC 5:- Clause 18.1 of GCC: A performance security of a value of 10% of the contract value shall be furnished.

SCC 6:- Delivery period for all items **shall be 8 weeks** after signing of contract.

Section V: Schedule of Requirements

Description	Quantity
1. 4x4 HD Pickups	1
2. Farm Tractor with Trailer	1
3. Motorbikes	3
4. 4X4 Utility Passenger Vehicle	1

Delivery period for all items **shall not exceed 8 weeks** after signing of contract

1.0 Definitions (Clause 1.1)

The Purchaser is:

The Kenya Wildlife Service

P. O. Box 40241-00100

NAIROBI

2.0 Inspection and Tests (Clause 8)

The Tenderer **MUST** submit as part of its bid, all documentation catalogues and manufacturers' Authorizations must accompany the bid.

3.0 Delivery and Documents (Clause 10)

The materials and goods shall be delivered as indicated to **KWS Central Workshop**
8 weeks from date of award of tender

4.0 Payment (Clause 12)

One Hundred (100) percent of the contract price of the materials and goods delivered shall be paid upon the delivery, inspection, testing and acceptance of the same by a verification and acceptance committee appointed by the purchaser.

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 **Notices (Clause 19)**

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

The Purchaser:

The Director General

Kenya Wildlife Service

P. O. Box 40241-00100

NAIROBI.

Section E. SCHEDULE OF REQUIREMENTS AND PRICE SCHEDULE (Inclusive of all taxes)

For SUPPLY AND DELIVERY OF MOTOR VEHICLES, MOTOR BIKES AND FARM TRACTOR FOR MARSABIT NATIONAL PARK AND RESERVE

TENDER NO: KWS/OT/AFD/09/2016-2017

1.	2.	3.	4.	5.	6.	7.	8.	9.
Item	Description	Quantity Required	Unit price in Ksh.	V.A.T cost per unit	IDF Cost per unit	Unit price of other incidental services payable	Total Cost (delivered to KWS central Workshop)	Country of origin
1	4x4 HD Pick Ups	1						
2	4x4 Utility vehicle	1						
3	Motor bikes	3						
4	Farm tractor with trailer, booser & Plough	1						
	TOTAL							

N/B: Delivery point

KWS Central Workshops along Magadi Road, Nairobi.

Signature of tenderer _____

Section F. Technical Specifications

GENERAL

1. These specifications describe the basic requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply.
2. Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
3. All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail 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 requested to present information along with their offers as follows:
 - i) Shortest possible delivery period of each product.
 - ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

Detailed Technical Specifications

SUPPLY AND DELIVERY OF MOTOR VEHICLES, MOTOR BIKES AND FARM TRACTOR FOR MARSABIT NATIONAL PARK AND RESERVE

All vehicles must conform to the following specifications.

Section G. Standard Tender Forms

KENYA WILDLIFE SERVICE TECHNICAL SPECIFICATIONS

ITEM NO: 1 DESCRIPTION: SPECIFICATION FOR HEAVY DUTY, 4X4 PICK UP

SPECIFICATION	REQUIRED	TENDERERS
a) Make	-	
b) Model	-	
c) Country of origin	-	
d) Manufacturer's literature supplied and to be in the English language	Yes, Yes	(Y/N)

1. GENERAL

A) A standard production, 4x4 diesel utility pick up of latest design in the class, robust construction in current production	Yes yes, yes	(Y/N)
b) Supplied new and with 2-spare wheels with security points at the rear on both left and right hand.	Yes	(Y/N)
c) Designed to heavy duty specifications capable of operating in tropical conditions in extremes of mud, dust and heat	Yes	(Y/N)
d) Most suitable for operating on both " on and off " road conditions	Yes	(Y/N)
e) Standard instrument and gauges (warning Lights for battery charging, oil pressure, coolant, Temperature, 4x4 status, etc	Yes, Yes, Yes	(Y/N)
f) Supplied new and painted to specified brand colours	Yes	(Y/N)

2. DIMENSIONS AND WEIGHTS

A) 5,100 mm Overall length	Yes	(Y/N)
b) 1,900 mm Overall height (cab)	Yes	(Y/N)
c) 1,750 mm Overall width	Yes	(Y/N)
d) 3200 mm Wheel base	Yes	(Y/N)
e) 230 mm Ground clearance, min	Yes	(Y/N)
f) 720mm Front overhang	Yes	(Y/N)
g) 1200mm Rear overhang	Yes	(Y/N)

Tenderer's signature and official stamp.

Date:

KENYA WILDLIFE SERVICE TECHNICAL SPECIFICATIONS

DESCRIPTION: SPECIFICATION FOR HEAVY DUTY, 4X4 DIESEL, PICK UP

SPECIFICATION	REQUIRED	TENDERER'S
h) 38°Angle of approach	Yes	(Y/N)
i) 29°Angle of departure	Yes	(Y/N)
j) 7200mm Minimum turning radius	Yes	(Y/N)
k) 3,200 Kg Max. G.V.W, approx.	Yes	(Y/N)
l) 2,100 kg Kerb weight	Yes	(Y/N)

1. ENGINE

a) 6-cylinder inline, 4 stroke Diesel Engine	Yes, Yes	Specify
b) Shall have a water Engine cooling system	Yes, Yes	(Y/N)
c) 4,200 cc Piston displacement, approx.	Yes	(Y/N)
d) 100Hp/ 3800 rpm Maximum power output / rpm, approx.	Yes	(Y/N)
e) 280Nm/2200 Rpm Maximum torque developed / rpm, approx.	Yes	(Y/N)
f) Engine air aspiration shall be non-turbo	Yes	(Y/N)
g) Disposal Air filter	Yes	(Y/N)
h) Replaceable Oil filter element	Yes	(Y/N)
l) Extra fuel tank fitted	Yes	(Y/N)
j) Air cleaner shall have a snorkel	Yes	(Y/N)

2. BREAKS AND TYRES

SPECIFICATION	REQUIRED	TENDERER
a) Assisted hydraulic, dual brake system	Yes, Yes	(Y/N)
b) Brakes, disc at front and drum at rear	Yes, Yes	
c) Tires shall be 750x16 minimum 12 ply rating (mandatory)	Yes	(Y/N)

3. CLUTCH AND TRANSMISSION

a) Clutch shall be dry single plate diaphragm type	Yes	(Y/N)
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Tenderer's signature and official stamp.
Date:

**KENYA WILDLIFE SERVICE
TECHNICAL SPECIFICATIONS**

DESCRIPTION: SPECIFICATION FOR HEAVY DUTY, 4X4 DIESEL, PICK UP

b) Hydraulic, clutch actuation	Yes	(Y/N)
c) Mechanical parking brake, to act on rear wheels or transmission	Yes	(Y/N)
d) Synchromesh gearbox, with 2 speed Reduction transfer gearbox, 5-forward gears one reverse	Yes, Yes	(Y/N)
e) Rear differential shall be limited slip	Yes	(Y/N)
f) Freewheeling (front) hub with locks	Yes	(Y/N)

4. SUSPENSION AND STEERING

SPECIFICATION	REQUIRED	TENDERER'S
a) Full floating axles both front and rear	Yes	(Y/N)
b) Beam suspension at rear and front	Yes	(Y/N)
c) Front rigid axle with heavy duty coil springs	Yes	(Y/N)
d) Heavy-duty semi-elliptic leaf springs at rear.	Yes, Yes	(Y/N)
e) Power assisted steering	Yes	(Y/N)
f) Right hand drive steering	Yes	(Y/N)

5. ELECTRICAL SYSTEM AND INSTRUMENTS

a) 12V Voltage system	Yes	(Y/N)
b) Negative earth, with alternator charging	Yes, Yes	(Y/N)
c) 1x12V, 70AH Battery capacity	Yes	(Y/N)
d) Battery shall be Silver Calcium (Aaron)	Yes	(Y/N)
e) Shall have a high altitude compensator	Yes	(Y/N)

6. BODY AND FINISH CUSTOMISING

a) Underbody shall be Anti-rusted with an antirust compound.	Yes	(Y/N)
b) Body shall be painted to KWS brand colors	Yes	(Y/N)
c) Shall have a SF fiber glass top reinforced with 50mm class 'B' MS pipe all round. The reinforcing pipes shall be bolted to the floor of the pickup bed on the four corners.	Yes,	(Y/N)

Tenderer's signature and official stamp

Date:

**KENYA WILDLIFE SERVICE
TECHNICAL SPECIFICATIONS**

DESCRIPTION: SPECIFICATION FOR HEAVY DUTY, 4X4 DIESEL, PICK UP

SPECIFICATION	REQUIRED	TENDERER'S
d) Shall have Rip-stop canvas flaps on all sides of the fiber body.	Yes	(Y/N)
e) There shall be three 50mm class "B" MS pipe runners at the top arranged in a manner to avoid head hit for the back-to-back seating.	Yes	(Y/N)
f) Left and right hand sides shall be fully open without hood bars.	Yes	(Y/N)
g) Left and right sides of the canvas shall have vertical double flap	Yes	(Y/N)
h) Zipped Rip-stop canvas flaps shall be used to cover all the three open spaces on the body i.e. left, right and the rear.	Yes	(Y/N)
i) Shall have a Back-to-back seats at the rear padded with high density foam and canvas cover. Seat pad to be covered with water proof canvas.	Yes	(Y/N)
j) The rear seat shall be made out of a 50mm MS class 'B' square tube	Yes	(Y/N)
k) All seats shall have canvas covers.	Yes	(Y/N)
l) The front plastic bumper shall be removed and replaced with a TJM (T15) compatible bull bar with Jacking T-slots and a recessed Winch compatible fitment.	Yes	(Y/N)
m) Main hoop and side tubes shall be of a minimum of 63mm diameter tubing.	Yes	(Y/N)
n) Attached to the bull bar shall be side bars manufactured from 50mm mild steel, class "B" piping running along from the front fender down to the lower cab and down the length of the rear tray to which is attached a climbing framework made from 35mm class B mild steel pipe with anti slip step, which is mounted on the rear body tray. All steel works are to be powder coated black and not painted.	Yes	(Y/N)

Tenderer's signature and official stamp

Date:

TECHNICAL SPECIFICATIONS

DESCRIPTION: SPECIFICATION FOR HEAVY DUTY, 4X4 DIESEL, PICK UP

SPECIFICATION	REQUIRED	TENDERER'S
o) T-Max Electric 12,500LBS Winch shall be fitted at the front with the operating Control Box Mounted inside the Engine Compartment with an Extension on the Mud Guard to connect the Remote Control cable	Yes	(Y/N)
p) T- MAX High Lift jack only, properly secured.	Yes	(Y/N)
q) The front Bull Bar, the Side Bars, the canvas hood, the Rear Bar, the Winch and Jack shall be supplied and fitted by one supplier.	Yes	(Y/N)
r) Supply and Install a 50mm towing hitch at the rear complete with the electrical cabling & socket/coupling for a trailer	Yes	(Y/N)
s) Twin spare wheel carrier shall be supplied and mounted to the chassis at the extreme rear with swing away spare wheel brackets, left and right. The swing bracket mechanism shall not transmit load to the body panels or interfere with the tailgate. Number plates and their lights shall be fitted at a clear, visible and at a location not prone to interference.	Yes	(Y/N)
t) The rear bar shall be fitted on the reinforced rear chassis frames to take vertical and lateral forces.	Yes	(Y/N)

7. WARRANTY

a) Each vehicle supplied to carry a statement Of warranty	Yes	(Y/N)
b) Warranty minimum - 24 months or 80,000 km Whichever occurs first	Yes	Months/Km
c) Drivers handbook and warranty booklet supplied	Yes	(Y/N)

8. OTHER REQUIREMENTS

a) Body construction and all fittings to conform to CAP 403 Kenya Traffic Act and have an inspection certificate from the Vehicle Inspection Center.	Yes Mandatory	(Y/N)
b) Vehicle to be registered with the registrar of Motor vehicles and in name of KWS by the bidder	Yes, Yes	(Y/N)

Tenderer's signature and official stamp
Date:

ITEM NO: 2 DESCRIPTION : 4X4WD UTILITY PASSENGER VEHICLE DIESEL ENGINE

Information to be completed by tenderer in last column.

SPECIFICATION	REQUIRED	TENDERER'S
Make	-	
Model	-	
Country of origin	-	
Manufacturer's literature and specifications supplied and to be in the English language.	Yes, yes	(Y/N)

1. GENERAL

a) A standard production, 4x4 Diesel Utility vehicle Station wagon of latest design in the class, robust construction in current production.	Yes, Yes, Yes	(Y/N)
b) Supplied new.	Yes	Yes (Y/N)
c) Designed to medium duty specifications, capable of operating in tropical conditions in extremes of mud and dust.	Yes, Yes	(Y/N)
d) Most suitable for operating on both "on and off" road conditions.	Yes	(Y/N)
e) Most suitable for personnel transportation.	Yes	(Y/N)

2. DIMENSIONS, WEIGHTS AND PERFORMANCE

Information to be completed by tenderer in last column.

SPECIFICATION	REQUIRED	TENDERER'S
a) Overall length 4,800mm.	Yes	-
b) Overall width 1800mm	Yes	-
c) Overall height, 1,800mm	Yes	-
d) Wheelbase 2,700mm.	Yes	-
e) Ground clearance, 210 min.	Yes	-
f) Max. G.V.W 2700kg.	Yes	-
g) Kerb weight 1900kg.	Yes	-

3. ENGINE

a) Engine type Diesel, 4 Stroke.	Yes, Yes	(Y/N)
b) Engine cooling system, water.	Yes	(Y/N)
c) Piston displacement 3000cc.	Yes	(Y/N)

Information to be completed by tenderer in last column.

SPECIFICATION	REQUIRED	TENDERER'S
d) Number of cylinders 4 No	Yes	-
e) Maximum power output, (120KW/ 3400rpm).	Yes	-
f) Maximum torque developed, (330NM/ 3100rpm)	Yes	-
g) Air filter, disposable	Yes	(Y/N)
h) Disposable Oil and fuel filter type.	Yes	(Y/N)
i) Average fuel consumption (on full load) at 80 Km/h Approx. 9 Km/litre	Yes	-
j) Fuel tank capacity, 85lt	Yes	(Y/N)

4. CLUTCH AND TRANSMISSION

a) Manual transmission.	Yes	(Y/N)
b) Hydraulic, clutch actuation.	Yes	(Y/N)
c) All synchromesh gearbox, with 2 speed reduction transfer gearbox.	Yes, Yes	Yes, Yes (Y/N)

Information to be completed by tenderer in last column.

SPECIFICATION	REQUIRED	TENDERER'S
d) Transmission speeds 5 speed	Yes	-
e) 4WD with selector from 2WD to 4WD.	Yes	-
f) Differential lock provided.	Yes	(Y/N)
g) Freewheeling hubs fitted.	Yes	(Y/N)

5. BRAKES AND TYRES

a) Assisted hydraulic, dual brake system.	Yes, Yes	(Y/N)
b) Brakes, disc front and rear.	Yes, Yes	-
c) Mechanical Parking brake, to act on rear wheels	Yes	(Y/N)
d) Tyre locally available.	Yes	(Y/N)

Information to be completed by tenderer in last column.

SPECIFICATION	REQUIRED	TENDERER'S
e) Tyre size, 265/65R17 Alloy rim.	Yes, yes	(Y/N)

6. SUSPENSION AND STEERING

a) Independent Heavy duty front and rear suspension.	Yes	(Y/N)
b) Front: Double wishbone independent suspension (Coil springs, with a stabiliser bar	Yes Yes	(Y/N)
Rear: 4-link type suspension with Coil spring and stabiliser bar	Yes Yes	(Y/N)
c) Power assisted steering.	Yes	(Y/N)
d) Right hand drive steering.	Yes	Yes (Y/N)

7. STATION WAGON

a) 4 No. side doors and rear side-swing door station wagon.	Yes	(Y/N)
b) To seat at least 7 adults including driver comfortably.	Yes (Mandatory)	(Y/N)
c) Seating arrangement : 2 in front, 3 in middle, & 2-4 at the rear (front facing or facing each other)	Yes (Mandatory)	(Y/N)
d) To be fitted with adequate winding windows for good ventilation and wide view.	Yes	(Y/N)

Information to be completed by tenderer in last column.

SPECIFICATION	REQUIRED	TENDERER'S
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8. BODY AND FINISH

a) All exterior body panels made non-corrosive and all external steel fitting to be galvanized or painted.	Yes, Yes	(Y/N)
b) Anti-rust compound applied to underbody.	Yes	(Y/N)
c) Body finish, high gloss colour	Yes	(Y/N)
d) Fitted with reclining and adjustable driver and passenger seats.	Yes	(Y/N)
e) Upholstery, reinforced PVC or leather	Yes	(Y/N)

9. ELECTRICAL SYSTEM AND INSTRUMENTS

a) System voltage, negative earth, with alternator charging.	12V, Yes	(Y/N)
b) Battery capacity 1X12V70AH.	Yes	(Y/N)
c) Full lighting to conform to Cap.403 Subs.23 Kenya Traffic Act.	Yes	(Y/N)

Information to be completed by tenderer in last column.

SPECIFICATION	REQUIRED	TENDERER'S
d) Standard instruments and gauges , warning lights for charging circuit, oil pressure, coolant temperature etc	Yes, Yes, Yes	(Y/N)

10 EQUIPMENT

a) Heavy duty front fender fitted.	Yes	(Y/N)
b) Heavy duty hooks at rear and front.	Yes	(Y/N)
c) Sun visors supplied.	Yes	(Y/N)
d) Rear view mirrors, external 2 No. and inside 1 No. supplied.	Yes, Yes	(Y/N)
e) Spare wheel supplied.	Yes (Mandatory)	(Y/N)
f) Hydraulic jack and wheel brace supplied.	Yes, Yes	(Y/N)
g) Safety belts provided for all seats conforming to KEBS 06-664: 1985 standard.	Yes	(Y/N)
h) Extra heavy duty suspension - i.e.2 and 2 double action shock absorbers at rear and front respectively.	Yes Yes	-
i) FM, AM, SW & CD radio-cassette system with appropriate aerial, 40W output, min.	Yes Yes Yes	(Y/N)

Information to be completed by tenderer in last column.

SPECIFICATION	REQUIRED	TENDERER'S
j) Security alarm and immobilizer fitted.	Yes Mandatory	(Y/N)
k) Manufacturer's standard tool kit supplied.	Yes	(Y/N)
l) Multi lock Fitted	Yes (Mandatory)	(Y/N)

11 OTHER ITEMS/EQUIPMENT - QUOTE SEPARATELY IF FITTED AS OPTION

a) Air conditioner	Yes Mandatory	(Y/N)
b) Air bags	Yes Mandatory	(Y/N)

12 WARRANTY

a) Each vehicle supplied to carry a statement of warranty.	Yes Mandatory	(Y/N)
b) Warranty duration min., 24 Months or 80,000 Km whichever occurs first.	Yes	(Y/N)

13 MANUALS

Information to be completed by tenderer in last column.

SPECIFICATION	REQUIRED	TENDERER'S
a) All literature in the English language.	Yes	(Y/N)
b) Repair manuals/CD supplied (Mandatory).	Yes	(Y/N)
c) Parts catalogue/CD supplied (Mandatory)	Yes	(Y/N)
d) Driver's handbook and service schedule supplied (Mandatory).	Yes	(Y/N)

14 OTHER REQUIREMENT

a)	Body construction and all fitments to conform to CAP 403 Kenya Traffic Act.	Yes Mandatory	(Y/N)
b)	Vehicle to be registered with the Registrar of Motor Vehicles.	Yes	(Y/N)
c)	Availability of spares. Indicate motor vehicle dealer who stock spare parts.	Yes	(Y/N)
d)	Firm to offer local training services for the drivers on daily maintenance checks and operation of the vehicle for a minimum of one day.	Yes	(Y/N)

**KENYA WILDLIFE SERVICE
TECHNICAL SPECIFICATIONS**

ITEM NO: 3 DESCRIPTION: 180CC TRAIL MOTOR BIKE

SPECIFICATION	REQUIREMENT	TENDERER'S
a) MAKE	-	
b) MODEL	-	
c) COUNTRY OF ORIGIN	-	
d) MANUFACTURER'S LITERATURE AND e) SPECIFICATIONS SUPPLIED	Yes	(Y/N)

1. GENERAL

A) A standard production, trail motor bike of latest designed in the class, robust construction in current production	Yes	(Y/N)
b) Designed to heavy duty export specifications, capable of operating in tropical conditions in extremes of mud or dust	Yes	(Y/N)
c) Most suitable for operating both "on and off" road conditions	Yes	(Y/N)
d) All to be in KWS brand colors including the helmets except 9-units to be left in OE colors including helmets		
e) Supplied new and with head helmets	Yes	

2. DIMENSIONS. WEIGHTS AND PERFORMANCE

A) 2100mm overall length	Yes	(Y/N)
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b) 840mm Overall width	Yes	(Y/N)
c) 1120mm Overall height	Yes	(Y/N)
d) 1370mm Wheelbase	Yes	(Y/N)
e) 830mm Seat height	Yes	(Y/N)
f) 250mm Ground clearance, min	Yes	(Y/N)
g) 105kg dry mass	Yes	(Y/N)

3. ENGINE , TRANSMISSION AND BRAKES.

SPECIFICATION	REQUIREMENT	TENDERER'S
a) 2-stroke single cylinder Engine air cooled	Yes, Yes, Yes	(Y/N)
b) 180cc Piston displacement, approx.	Yes	(Y/N)
c) 6.5 compression ratio.	Yes	(Y/N)
d) Primary kick start system	Yes	(Y/N)
e) Electronic ignition system	Yes	(Y/N)
f) 10 lit min. fuel tank capacity	Yes	(Y/N)
g) 6-Speed constant mesh gear	Yes	(Y/N)
h) Drum brake both front and rear	Yes	(Y/N)
i) link chain drive system	Yes	(Y/N)
j) Petrol fuel	Yes	(Y/N)
k) Oil and fuel filter	Yes	(Y/N)

10. WARRANTY

SPECIFICATION	REQUIREMENT	TENDERER'S
a) Each unit supplied should carry a statement of warranty	Yes (Mandatory)	(Y/N)

b) Vehicle Warranty min.40,000 Km or 12 months	Yes	Specify

13. MANUALS

a) All literature in the English language	Yes	(Y/N)
b) Workshop repair Manual,	Yes	(Y/N)
c) Parts catalogue and microfiche	Yes	(Y/N)
d) Operator handbook and service schedule supplied	1 per unit	

14. OTHER REQUIREMENT

a) Construction and all fitments to conform to CAP 403 Kenya Traffic Act	Yes (Mandatory)	(Y/N)
b) It should be registered with the Registrar of Motor vehicles and is bidder's responsibility	Yes	(Y/N)

ITEM NO: 4 FARM TRACTOR SPECIFICATIONS

Farm Tractor Specifications

No	Description	Requirements	Response	Remarks
	Part 1 – Items that require full details for evaluation purposes.			
1	Make Manufacturer Model Country of Origin			
2	General Statement of Requirement:			
	Type	Farm Tractor		
	Weight			
3	Cab:			
	i. Standard Canopy			
	ii. Air conditioning			
4	Operating Environment:			
	Kenya. Equipment offered to be suitable for operation in Kenya and compliant with local regulations.			
5	Capacity and dimensions:			
	i. Gross Weight	Approx 2.8 - 3 tons		
	ii. Overall Length	Approx 3.8-4m		
	iii. Overall Width	Approx 1.8m - 2.1m		
	iv. Overall Height			
	- Over Exhaust	Approx 2.3m - 2.6m		
	- Over Steering Wheel	Approx 1.6m - 1.8m		
	v. Wheel Base	Approx 2.1m - 2.3m		
	vi. Turning Circle			
	- With Brakes	Max 7400 mm		
	- Without Brakes	Max 8500mm		
	vi. Ground Clearance	Min 290mm		
6	Performance			
	i. Engine Power			
	RPM	2000-2500 RPM		
	Maximum Power at specified RPM	Approx 75HP-80HP		
	ii. Torque			
	RPM	1500-1600RPM		
	Maximum Torque at specified RPM	310Nm - 340Nm		
	i. Max speed	Approx 30 Kph		

Farm Tractor Specifications

No	Description	Requirements	Response	Remarks
7	Engine			
	i. Type	Diesel		
	ii. No. of Cylinders	4 (Minimum)		
	iii. Cooling	Water		
	iv. Throttle Control	Hand and Foot		
	v. Capacity	3.8 Ltr (Minimum)		
	vi. Exhaust	Vertical Muffler		
8	Electronics			
	i. Voltage	12 V Approx		
	ii. Battery	100 Ah (Min)		
	iii. Starter	Approx 2.5 - 3 Kw		
	iv. Alternator	Approx. 35 - 55 Amp		
9	Transmission			
	i. Type	Manual Gear box		
	ii. Number of Gears			
	Forward	6 Minimum		
	Reverse	2 Minimum		
10	Hydraulics			
	i. Functions			
	-Draft Control	Comply		
	-Position Control	Comply		
	-Response Control	Comply		
	-Constant Pumping	Comply		
	ii. Pump Type	Specify		
	iii. Maximum Pressure at normal operating temperature	Approx 20 Mpa		
	iv. Maximum Lift Capacity	Approx 1900 Kg		
11	Steering			
	i. Type	Hydrostatic		
12	Rear Axle and Brakes			
	i. Rear Axle	Specify Type		
	ii. Brake Type	Oil Immersed, Multi Disc		
	iii. Braking Actuation	Hydraulic		
	iv. Parking Brake	Hand/ Foot Lever Operated		

Farm Tractor Specifications

No	Description	Requirements	Response	Remarks
13	Instrumentation			
	i. Gauges			
	- Tachometer	Comply		
	- Hourmeter	Comply		
	- Fuel Level	Comply		
	- Battery Condition	Comply		
	- Fuel Level	Comply		
	ii. Warning Lights			
	- Direction Indicators	Comply		
	- Battery Charge	Comply		
	- Head Light Main Beam	Comply		
	- Low Engine Oil	Comply		
	- Fuel Level	Comply		
14	Tyres			
	i. Front	Approx 7 - 16 (6PR)		
	i. Rear	Approx 14 - 30 (6PR)		
15	Capacities			
	i. Fuel Tank	Approx 85 Ltrs (Min)		
	ii. Engine Pump	Approx 7 Ltrs (Min)		
	iii. Cooling System	Approx 14 Ltrs (Min)		
	iv. Hydraulic System	Approx 30 Ltrs (Min)		
15	Standard Equipment			
	i. Standard Tool Box with Set of Tools	Comply		
	ii. Top Link	Comply		
	iii. Stabilizer Chains	Comply		
	iv. Spring Suspension Seat	Comply		
	iv. Operators manual	Comply		

Farm Tractor Specifications

No	Description	Requirements	Response	Remarks
16	Auxiliary Attachments			
	i. Plough			
	- Mounting	Rear Mounted		
	- Type	Disc		
	- Average Height	Approx 1200mm		
	- No. of Discs	3 (Minimum)		
	- Average Disc Diameter	Approx 600 - 700mm		
	- Disc Spacing	Approx 500 - 600mm		
	- Disc Thickness	Approx 6mm		
	- Weight	Approx 450 - 550 Kg		
	- Operation	Hydraulic		
17	Water Bowser			
	GENERAL			
	i. Make	Specify		
	ii. Model	Specify		
	iii. Country of Origin	Specify		
	iv. Manufacturers Literature, Authority and Specifications	Yes		
	v. A standard production single axle tractor mounted Water Bowser	Yes		
	Supplied New, Used	Yes		
	v. Horizontal Water Tank	Yes		
	DIMENSIONS			
	i. Bowser Capacity	Approx. 5000 Litres		
	ii. Overall Length	Approx. 3100mm		
	iii. Overall Width	Approx. 1800mm		
	iii. Overall Height	Approx 1200mm		
	iv. Lid Diameter	Approx 450mm		
	v. Sheet used	Approx 3mm thick Mild Steel Sheet		
	v. Main Chassis	Approx. 6x3x0.25 U Channel		
	vi. Gate Valve	Approx. 50mm		
	vii. Wheels	Approx. 13"-17" x 185mm-225mm x 55mm - 90mm		
	viii. Axles	Single Axle		

	ix. Suspension	Flexible Suspension System		
	x. Reflector	Yes		

Farm Tractor Specifications

No	Description	Requirements	Response	Remarks
18	Tip Trailer			
	GENERAL			
	i. Make	Specify		
	ii. Model	Specify		
	iii. Country of Origin	Specify		
	iv. Manufacturers Literature, Authority and Specifications	Yes		
	v. A standard production Tandem axle tractor mounted trailer	Yes		
	Supplied New, Used	Yes		
	v. Open Rectangular Trailer	Yes		
	DIMENSIONS			
	i. Trailer Capacity	Approx. 6 Tonnes (4 Tonnes on axle and 2 tonnes on draw bar)		
	ii. Deck Length	Approx. 3500 mm		
	iii. Side Height	Approx. 450mm		
	iii. Deck Width	Approx 2400mm		
	iv. Capacity	Approx 3.7 CM		
	v. Axles	Tandem		
	v. Hydraulic Ram (Stage)	Four		
	vi. Tyre Size	Approx. 13"-17" x 185mm-225mm x 55mm - 90mm		
	vii. Tare Weight	Approx. 1750 Kg		
	viii. Tail gate	Hydraulic/ Mechanical		
	ix. Reflector	Yes		
19	Other Requirements			
	i. Engine emissions certification standard	Comply		
	ii. Vehicles must comply with the agricultural use, and traffic operation regulations in Kenya.	Comply		

Farm Tractor Specifications

No	Description	Requirements	Response	Remarks
20	INSPECTION AND TESTS			
	i. Equipment may be subject to inspection and testing by an appointed Inspection Service as detailed in the tender document. Inclusion of this inspection in a contract DOES NOT remove any liability of the contractor to perform their obligations under the terms of the contract.	Comply		
19	Service Support			
	i. Name and address of your local agent in Kenya.	Comply		
	ii. Length of their appointment.	Specify Years		
	iii. Numbers and types of technical staff employed.	Specify		
20	Service Support Continued			
	iv. The spares that will be held at the local agent's premises for the equipment on offer, and the approximate value.	Specify in Kshs.		
	v. How your local agent will honour warranty claims.	Describe		
	v. Please provide details of the warranty conditions that will apply to this offer.	Describe		
21	Additional Information: Note that following delivery under any contract for supply, the bidder shall be responsible for ensuring that the Principal and End-User are provided with any service updates, service bulletins, safety notices, etc. either direct or via the local agent.			
	i. In the event of an order you will be required to provide in English:	Comply		
	iv. Workshop manuals	Comply		
	vi. Spare parts lists or CD	Comply		

	vii. One drivers/operators handbook per unit			
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Farm Tractor Specifications

No	Description	Requirements	Response	Remarks
22	TRAINING			
	i. Please provide a proposal for training duration and number of staff to be trained in:			
	- Machine Operation			
	- Maintenance			
23	STANDARDISATION			
	i. State number of units already in service in Kenya:-			
	ii. Of the model offered			
	iii. Other stated models.			

(i) Form of Tender

Date: _____ Tender N^o: _____

To: THE DIRECTOR GENERAL
KENYA WILDLIFE SERVICE
P.O. BOX 40241-00100,
NAIROBI

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 KWS.

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) 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 KWS to assess your eligibility to participate in the tendering process and your competence in supplying the goods and services in the tender. KWS 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 AddressTel 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	NATIONALITY	CITIZENSHIP	OWNERSHIP
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.....(*tick*)
- 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.....
- 2.5 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:

- 2.6 What products/service do you want to be considered for.....
- 2.7 How many employees do you have?How many are Permanent?How many are Temporary?.....
- 2.8 What is the country of origin for those goods or services?.....
- 2.9 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*
- 2.10 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	VALUE OF	CONTACT	TEL NO
1				
2				
3				
4				
5				

- 2.11 What is the Maximum value of business which you can handle at any one time: Kshs.....

- 2.12 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 KWS?
YesNo.....?

D: PAST AND CURRENT PERFORMANCE AND EXPERIENCE

- 2.13 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 KWS? 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

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

Financial	Goods or service supplied	Total value

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

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

- 2.16 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.....

- 2.17 If you are a current or previous period supplier of goods or service to KWS, 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.....

2.18 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.

2.19 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 bond, 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.

[Signature of the bank]

iv) Performance Bond Form

To: KWS

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 there in 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]

v) Manufacturer's Authorization Form

To: KWS

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.

vi) BANK GUARANTEE FOR ADVANCE PAYMENT FORM

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 institutions], 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 there-under 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 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 *[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.

viii) LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

ix) FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above
mentioned decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED
Board Secretary

Section H: Goods Supply Contract

**CONTRACT FOR THE SUPPLY AND DELIVERY OF MOTOR VEHICLE, MOTOR BIKES
AND FARM TRACTOR FOR MARSABIT NATIONAL PARK AND RESERVE**

Between

KWS

GOVERNMENT OF KENYA

KENYA WILDLIFE SERVICE KWS) P.O BOX 40241 -00100 NAIROBI.

And

-----(*insert name of tenderer*)

Dated:

AGREEMENT

Index of Clauses

<i>Clause</i>	<i>Page</i>
Recital
1 Definitions
2 Interpretation
3 Agreement
4 Passing of Property
5 Title
6 Payment and Delivery Terms
7 Performance Security
8 Assignment and Sub-Contracting
9 Intellectual Property Rights
10 Inspection and Tests
11 Warranty
12 <i>Force Majeure</i>
13 Termination
14 Liquidated Damages
15 Waiver

16	Severability
17	Dispute Resolution
18	Extraordinary Commercial Costs and Corrupt and Fraudulent Practices...
19	Governing Law and Jurisdiction.....
20	Entire Understanding
21	Notices
22	Miscellaneous Provisions
	Schedule

SUPPLY AND DELIVERY OF MOTOR VEHICLES, MOTOR BIKES AND FARM TRACTOR

THIS AGREEMENT is made the.....day of **2016**

BETWEEN

(1) **KENYA WILDLIFE SERVICE (“KWS”)**, of the Government of Kenya and having its principal place of business at Post Office Box Number 40241-00100, **NAIROBI** (hereinafter called “the **Purchaser**”),

AND

(2) **NAME OF SUPPLIER**, a limited liability company incorporated under the laws of Kenya and of **PHYSICAL ADDRESS** (hereinafter called “the **Supplier**”).

WHEREAS—

- (a) The purchaser wishes to purchase the Goods (as hereinafter defined in schedule one of this agreement) and has invited candidates to submit tenders for the supply and delivery of the Goods.
- (b) The Supplier pursuant to the invitation to tender submitted an offer to sell the goods to the purchaser.
- (c) The purchaser has accepted the Supplier’s bid and is willing to purchase the Goods from the Supplier subject to and upon the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSES as follows—

1 DEFINITIONS

In this Agreement, unless inconsistent with the context, or otherwise specified, the following words and phrases shall have the meanings set out below—

1.1 **“Agreement”** means this agreement as amended or modified from time to time by the mutual consent of the parties in accordance with the procedure contained in clause 17, and shall include the schedule and appendix to this agreement.

1.2 **“Contract Price”** means **Kenya Shillings.....**, the price payable by the purchaser to the Supplier under this Agreement as consideration for the supply and delivery of the Goods and shall include the price for the Goods, and all costs for delivery, discount, duty and value added tax.

1.3 **“the Goods”** means supply and delivery of (ITEMS AWARDED)

2 INTERPRETATION

2.1 Any reference in this Agreement to a party shall mean either the Supplier or the purchaser, and any such reference to parties shall, as the case may be, mean all or any of them.

2.2 Any reference in this Agreement to a business day shall mean any day from Monday to Friday both days inclusive but excluding any day that is a public holiday by virtue of the Public Holidays Act (Cap 110 of the Laws of Kenya).

2.3 The headings in this Agreement are inserted for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

2.4 Words importing the singular number shall include the plural and *vice versa*, and words importing the masculine shall include the feminine and neuter and *vice versa*.

- 2.5 Subject to clause 5 herein, the expressions “Supplier” and “the Purchaser” shall include their respective successors in title and permitted assigns, and as such, this Agreement shall be binding upon and be limited to the benefit of the parties and their respective successors in title and permitted assigns.
- 2.6 The recitals in this Agreement and appearing as part of this Agreement form part of and shall be deemed to be incorporated in this Agreement.
- 2.7 References to clauses, sub-clauses, the schedule, and the appendix, are to clauses and sub-clauses of, and the schedule and appendix to, this Agreement, and the words “hereunder”, “hereof”, “hereto”, “herein”, and words of similar meaning, shall be deemed to be references to this Agreement as a whole and not to any particular clause of, or the schedule or appendix to, this Agreement.

3 AGREEMENT

- 3.1 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
- 3.2 The Supplier agrees to sell and the purchaser agrees to purchase the Electric fence materials more particularly described in the second schedule together with the relevant manuals on maintenance, operation, instruction and all other ancillary equipment and parts at the Contract Price and upon the terms and conditions hereinafter provided.

3.3 The parties agree to do all such things and to sign and execute all such documents and deeds as may reasonably be required in order to protect or enforce any of the rights transferred pursuant to this Agreement.

4 PASSING OF PROPERTY AND RISK

The property and risk in the stated Electric fence materials shall pass to the purchaser upon delivery and signing of the Supplier's inspection certificate by the purchaser.

5 TITLE

The Supplier hereby covenants that the purchaser shall obtain a good title to the equipment free of any claims, charges and encumbrances.

6 PAYMENT AND DELIVERY TERMS

6.1 Subject to the provisions of this Agreement, the Supplier shall deliver the stated Electric fence materials to the purchaser at Kenya Wildlife Service Offices in Marsabit Town within thirty (30) days the effective date which shall be the date of signing this agreement.

6.2 The Contract Price shall be paid within ninety (90) days of delivery of the Electric fence materials upon presentation of a valid invoice to the purchaser by the Supplier.

6.3 At the time of delivery, the supplier shall simultaneously deliver to the purchaser any requisite document relating to the Electric fence materials, including the delivery note and original Kenya Revenue Authority Registration Receipt.

6.4 Upon delivery of the Electric fence materials by the Supplier, the purchaser shall inspect the same as set out in clause 10 herein for compliance with specifications,

and notwithstanding the provisions of sub-clause 6.2, no payment of the Contract Price shall be made unless the Electric fence materials comply with the specifications set out in the schedule and the suppliers technical proposal.

6.5 The contract price quoted by the supplier is fixed and no variation of the contract price shall be permitted under this Agreement.

7 PERFORMANCE SECURITY

7.1 The Supplier shall provide to the purchaser a performance security equal to 10% of the Contract Price, and such performance security shall be issued by a commercial bank located within the Republic of Kenya in the form provided in the tender documents.

7.2 If the performance security is to be issued in the form of a bond, it shall, subject to the approval and acceptance of The purchaser, be issued by a surety whom the purchaser has determined to be suitable.

7.3 Failure of the supplier to comply with the requirement of the entire of clause 7 shall be sufficient grounds for the annulment of the award and the purchaser may make the award to the next suitable bidder.

8 ASSIGNMENT AND SUB-CONTRACTING

8.1 Neither the rights nor the obligations of the Supplier under this Agreement may be assigned, transferred, or otherwise disposed of, in whole or in part, without the prior written consent of the purchaser.

8.2 No attempted assignment by the Supplier in contravention of sub-clause 8.1 shall relieve the Supplier of any of its obligations hereunder.

8.3 The Supplier shall notify the purchaser in writing of all sub-contracts awarded under this Agreement if not already specified in the Supplier's quotations.

8.4 Notwithstanding the provisions of sub-clause 8.3, the use of sub-contractors to provide any portion of the materials will not relieve the Supplier from its obligations under this Agreement.

9 INTELLECTUAL PROPERTY RIGHTS

The Supplier shall indemnify and keep the purchaser fully indemnified against all losses and liabilities, costs, and expenses, in respect of claims on the grounds that the fencing materials or any part thereof, or anything done by the Supplier hereunder infringes the intellectual property rights of any third party PROVIDED THAT—

- 9.1 The purchaser shall allow the Supplier, at the Supplier's request, to conduct and settle (on such terms as the purchaser may approve, such approval not to be unreasonably withheld or delayed, and provided that any such settlement does not in any event include terms which might in any way restrict the purchaser's use of the Electric fence materials), all negotiations and litigation, all costs incurred or recovered in such negotiations and litigation being for the Supplier's account; and
- 9.2 The purchaser shall give the Supplier all reasonable assistance for the purpose set out in paragraph (9.1) above; and
- 9.3 The purchaser shall not incur any cost or expense for the Supplier's account without the Supplier's prior written consent; and
- 9.4 If at any time any allegation of infringement is made or in the Supplier's opinion is likely to be made, the Supplier may at its own expense procure for the purchaser the right to continue using the infringing items on terms not restricting the purchaser's use of the same as contemplated by this Agreement or modify or replace the infringing items so that the same cease to be infringing PROVIDED THAT such modification or replacement does not detract in any way from the performance or quality of the Electric fence materials.

10 INSPECTION AND TESTS

- 10.1 The purchaser or its representative shall have the right to inspect and to test the fencing materials to confirm their conformity to the Agreement specifications.

- 10.2 The inspections and tests shall be conducted at such location as shall be appointed by the purchaser and all reasonable facilities and assistance shall be furnished to the inspectors at no charge to the Supplier
- 10.2 Should any inspected or tested fence material fail to conform to the specifications, the purchaser may reject the fence materials, and the Supplier shall make alterations necessary to meet specification requirements free of cost to the purchaser.
- 10.3 The purchaser may conduct such tests and investigations as it deems reasonably necessary to confirm that the Supplier has remedied all the aforesaid deficiencies. Such tests and investigations shall be conducted at the Supplier's expense.
- 10.4 Nothing in this clause shall in any way release the Supplier from any warranty or other obligation under this Agreement.

11 WARRANTY

- 11.1 The Supplier warrants that all Electric fence materials delivered under this Agreement will be free from defects in material and workmanship, conform to all applicable specifications and to the extent that detailed designs have not been furnished by the purchaser, will be free from design defects and suitable for the purposes intended by the purchaser. Approval by the purchaser of designs furnished by the Supplier shall not relieve the Supplier of its obligations under any provision of this Agreement including the warranty contained in this clause.
- 11.2 The Supplier's warrants hereunder shall extend to any Manufacturer's defect or non-conformity arising or manifesting itself within six (6) months after erection of the fencing materials, as stipulated in the manufacturer's Warranty appended to this agreement.
- 11.3 The Supplier shall, free of charge, either repair or, at its option, replace defective Electric fence materials where the defects appear at the point of delivery or within six months after erection, PROVIDED THAT—

- 11.3.1 Notice in writing of the defects complained of shall be given to the Supplier upon their appearance; and
- 11.3.2 Such defects shall be found to the Supplier's satisfaction to have arisen solely from faulty design, workmanship of materials; and
- 11.3.3 The defective Electric fence materials shall be returned to the Supplier's works at the Supplier's expense if so requested by the purchaser.
- 11.4 Any repaired or replaced Electric fence materials shall be re-delivered by the Supplier free of charge to the original point of delivery subject to the provisions of this Agreement.

12 *FORCE MAJEURE*

- 12.1 Neither party shall be liable or in any way in breach of this Agreement, or termination for default, for any delay in performing or failure to perform any of its obligations under this Agreement caused by events beyond its reasonable control ("*Force Majeure Event*").
- 12.2 The party claiming the *Force Majeure* Event shall promptly notify the other party in writing of the reasons for the delay or stoppage, and the likely duration of such delay or stoppage, and shall take all reasonable steps to overcome the delay or stoppage.
- 12.3 If the party claiming the *Force Majeure* Event has complied with sub-clause 12.2, its performance under this Agreement shall be suspended for the period that the *Force Majeure* Event continues, and the party will have an extension of time for performance which is reasonable and in any event at least equal to the period of delay or stoppage PROVIDED that where any amount is due prior to the suspension of this Agreement, it shall still be due when such suspension is lifted.
- 12.4 For the purposes of this Agreement, a *Force Majeure* Event shall mean any circumstance beyond the reasonable control of the party affected thereby. Without

prejudice to the generality of the foregoing, the following shall be regarded as such circumstances—

- 12.4.1 Acts of God, explosion, lightning, flood, tempest, fire, or accident;
 - 12.4.2 war, (whether war be declared or not), invasion, act of foreign enemies;
 - 12.4.3 outbreak of hostilities, riot, civil disturbance, acts of terrorism;
 - 12.4.4 acts, restrictions, regulations, by-laws, refusals to grant any licences or permissions, prohibitions or measures of any kind on the part of any governmental authority;
 - 12.4.5 import or export regulations or embargoes;
 - 12.4.6 power failure of whatever nature, failure of telecommunications lines, failure or breakdown of machinery or vehicles;
 - 12.4.7 theft, malicious damage, strike, lock-out, or industrial action of any kind (whether involving employees of the Supplier or a third party);
- 12.5 The Supplier shall not be entitled to relief under this clause in any circumstances where it has caused or substantially contributed to any delay or failure in the performance of its obligations by any default on its part.

13 TERMINATION

- 13.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate this Agreement in whole or in part—
 - 13.1.1 if the Supplier fails to provide the fencing materials within the period prescribed under this Agreement, or within any extension thereof granted by the purchaser.
 - 13.1.2 if the Supplier fails to perform any other obligation under this Agreement.
 - 13.1.3 if the Supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement.
 - 13.1.4 if an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Supplier.

- 13.1.5 if the Supplier makes any voluntary arrangement with its creditors or becomes subject to an administration order.
- 13.1.6 if the Supplier goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company or firm resulting there from effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement).
- 13.1.7 if the Supplier ceases, or threatens to cease, to carry on business.
- 13.2 In the event that the purchaser terminates the Agreement in whole or in part as a consequence of breach by the Supplier, it may procure, upon such terms and in such manner as it deems appropriate, fencing materials similar to the fencing materials that the supplier was meant to supply and the Supplier shall be liable to the purchaser for any excess costs for such similar goods.
- 13.3 Any termination of this Agreement (whether under this clause 13 or otherwise) shall not relieve either party of any obligation under this Agreement which is expressed to continue after termination.

14 LIQUIDATED DAMAGES

If the Supplier fails to provide any or all of the fence materials within the period specified in the Agreement, the purchaser shall, without prejudice to its other remedies under the Agreement, deduct from the Contract Price liquidated damages of a sum equivalent to 0.5% per week of the delivered price of the delayed fence materials up to a maximum deduction of 10% of the contract price.

15 WAIVER

- 15.1 No delay, failure, or omission by either party to enforce, exercise, or pursue any of its powers, rights, claims, privileges, or remedies under this Agreement will operate as a waiver of them nor will any single or partial enforcement, exercise, or pursuit of any such powers, rights, claims, privileges, or remedies preclude any other or further enforcement, exercise, or pursuit of them.

- 15.2 Any waiver to be effective must be in writing and must be signed by a director or other duly authorised officer of the party granting the waiver.
- 15.3 The remedies contained in this clause are without prejudice to and in addition to any warranties, indemnities, remedies, or other rights provided by law or under any other provision of this Agreement for the benefit of the purchaser.

16 SEVERABILITY

If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful, or unenforceable, then such part will be severed from the remainder of this Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

17 DISPUTE RESOLUTION

- 17.1 The purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between the parties under or in connection with this Agreement.
- 17.2 If after thirty (30) days from the commencement of such informal negotiations the parties have been unable to amicably resolve the dispute, the dispute shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an arbitrator, the arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya Chapter, on the request of the applying party.
- 17.2 The arbitration shall be carried out in accordance with the provisions of the Arbitration Act, 1995, or any statutory modifications or enactments in replacement thereof.

18 EXTRAORDINARY COMMERCIAL COSTS AND CORRUPT AND FRAUDULENT PRACTICES

- 18.1 The Supplier represents that the Agreement has not, does not or shall not give rise to the collection of Extraordinary Commercial Costs.
- 18.2 For the purposes of sub-clause 18.1 "Extraordinary Commercial Costs" shall mean any commission not mentioned in the Agreement or which does not result from an

independent and valid agreement referring to the Agreement, any commission which is not in consideration of an effective legitimate service, any commission to be paid in a tax haven, any commission paid to a beneficiary which is ambiguously identified or to a company that could be considered a sham company.

18.3 The purchaser shall assume that the Supplier has observed the highest standard of ethics during the procurement process and execution of this Agreement. In pursuance of this policy, the purchaser—

18.3.1 Defines, for the purposes of this provision, the terms set forth below as follows—

- (a) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of this Agreement; and
- (b) “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 purchaser, and includes collusive practice among bidders (prior or after submission of tenders) designed to establish tender prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;

18.3.2 will reject a proposal for award if it determines that the Supplier has engaged in corrupt or fraudulent practices in competing to provide the equipment to which this Agreement relates;

18.3.3 will declare a supplier ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the Supplier has engaged in corrupt or fraudulent practices in competing for, or in executing, this Agreement.

19 GOVERNING LAW AND JURISDICTION

19.1 This Agreement shall be governed by and construed in accordance with the law of Kenya for the time being.

19.2 The Courts of Kenya shall have exclusive jurisdiction over all matters arising out of or pursuant to this Agreement.

20 ENTIRE UNDERSTANDING

20.1 This Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Agreement and supersedes all previous communications, representations, and other arrangements, oral or written. The parties acknowledge that no reliance is placed on any representation made but not embodied in this Agreement.

20.2 Subject to the provisions of any Act of Parliament for the time being in force, the parties may expressly agree in writing any variation in the provisions hereof, PROVIDED that unless expressly so agreed no such agreement shall constitute or be construed as a general waiver of any of the provisions hereof by any of the parties and the rights and obligations of the parties hereunder shall remain in full force and effect notwithstanding any variation agreed between the parties on any particular occasion.

20.3 Notwithstanding any provision of this Agreement, no amendment to any provision hereof shall be effective unless such amendment has first been approved by both the Tender Committee of the purchaser and the AFD.

21 NOTICES

21.1 All notices to be given under this Agreement shall be in writing and shall be sent to the address of the recipient party shown below or such other address as the recipient party may designate by notice given in accordance with clause 21.

21.2 Notices may be delivered personally, by pre-paid registered letter, facsimile transmission, or by electronic mail. Notices shall be deemed to have been received—

21.2.1 by hand delivery – at the time of delivery;

21.2.2 by pre-paid registered letter – ten (10) clear days after the date of mailing not including the date of mailing.

21.2.3 by facsimile transmission, or electronic mail – immediately on transmission provided that if the date and time of dispatch is not during normal business hours

on a business day, it shall be deemed to have been received at the time of the opening of normal business hours on the next following business day.

21.3 The addresses of the parties shall be as follows—

a) **Kenya Wildlife Service**

P. O. Box 40241-00100

NAIROBI

Telephone: +254 -02-602345

Fax: +254-02-603792

and submitted to the Head of supply chain.

b) **NAME OF SUPPLIER**

22 MISCELLANEOUS PROVISIONS

22.1 The Supplier shall not, without the prior written consent of the purchaser, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Agreement.

22.2 The Supplier shall not, without the prior written consent of the purchaser, make use of any document or information enumerated in sub-clause 22.1 above.

22.3 The documents enumerated in sub-clause 22.1 shall remain the property of the purchaser, and all copies of such documents shall be returned to the purchaser, if so required by the purchaser, on completion of the Supplier's performance under the Agreement.

IN WITNESS WHEREOF this agreement has been duly executed by the parties hereto, the day and year first hereinabove mentioned.

SIGNED BY:

NAME: DATE

DIRECTOR GENERAL -KWS

DULY AUTHORISED FOR AND ON BEHALF OF KWS

IN THE PRESENCE OF:

NAME..... SIGNATURE

AND

NAMEDATE.....

CHIEF EXECUTIVE OFFICER- NAME OF SUPPLIER

IN THE PRESENCE OF:

NAME..... SIGNATURE

COMMON SEAL OF

NAME OF SUPPLIER