KENYA FOREST SERVICE

SUPPLY AND DELIVERY OF CAMOUFLAGE MATERIAL

Bid No. KFS/15/2019 – 2020

APRIL 2020
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INTRODUCTION

Kenya Forest Service (KFS) is a State corporation established by the Forest Conservation and Management Act 2016. The Service is mandated to conserve, develop and sustainably manage forest and allied resources for the social economic development of the country.

To enhance development, conservation and management of Kenya’s forest resources base in all public forests, and assist County Governments to develop and manage forest resources on community and private lands for the equitable benefit of present and future generations.

Its functions are inter alia;

1. Manage all forests on state, community & private land;
2. Provide forest extension services by assisting forest owners, farmers and Associations in the sustainable management of forests;
3. Collect all revenue and charges due to the Government in regard to forest resources produce and services;
4. Empower and engage communities, private sector & other stakeholders in the conservation and management of forests;
5. Manage forests on water catchment areas primarily for purposes of water and soil conservation, carbon sequestration and other environmental services;
6. Promote national interests in relation international forest related conventions and principles;
   a) Being a State corporation with a disciplined force, the Service at times will be required to participate in security operations.
   b) Carry out aerial survey of biomass & tree cover as well as assisting the central government in aerial survey of livestock, food crops & early warning systems surveys.
   c) Assist in disaster operations e.g. firefighting, delivering food & medical supplies to Kenyans in flooded or in hunger prone areas
   d) Assist in medical evacuations for injured rangers, foresters or other Kenyans in remote areas.
SECTION I  - INVITATION FOR TENDERS

DATE: 28.04.2020

TENDER REF. NO. KFS/15/2019–2020

TENDER NAME: SUPPLY AND DELIVERY OF CAMOUFLAGE MATERIAL

1.1 Kenya Forest Service invites sealed tenders from eligible candidates for supply and delivery of camouflage material for KFS disciplined uniformed officers.

1.2 Tender document can be downloaded from the KFS website www.kenyaforestservice.org or from the public procurement portal; tenders.go.ke free of charge. Those who download the tender documents and intend to submit a bid are required to forward their particulars to Supply Chain Department’s Office for records and for the purpose of receiving any further tender clarifications and/or addendums.

1.3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

1.4 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at Kenya Forest Service Headquarters, Reception area or to be addressed to the Chief Conservator of Forests, Kenya Forest Service P.O. Box 30513-00100 Nairobi so as to be received on or before Wednesday 13th May 2020 at 10:00 A.M.

1.5 Tenders will be opened immediately thereafter after closing at Kenya Forest Service Headquarters canteen located in Karura, off Kiambu road. Being a restricted tender for prequalified suppliers, public opening is not mandatory.

1.6 All bidders must Serialize their documents

Chief Procurement Officer
For: Chief Conservator of Forests, Kenya Forest Service
SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 The Kenya Forest Service’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Kenya Forest Service 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.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

(a) Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

(b) Cost of Tendering

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

2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=.
2.4. **The Tender Document**

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers:

(i) Invitation to Tender  
(ii) Instructions to tenderers  
(iii) General Conditions of Contract  
(iv) Special Conditions of Contract  
(v) Schedule of requirements  
(vi) Technical Specifications  
(vii) Tender Form and Price Schedules  
(viii) Tender Security Form  
(ix) Contract Form  
(x) Performance Security Form  
(xi) Bank Guarantee for Advance Payment Form  
(xii) Manufacturer’s Authorization Form  
(xiii) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

(e) **Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Kenya Forest Service in writing or by post at the address indicated in the Invitation to Tender. Kenya Forest Service will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Kenya Forest Service. Written copies of the Kenya Forest Service response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The Kenya Forest Service shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

(d) **Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of tenders, the Kenya Forest Service, 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.

2.6.2 All prospective candidates that have received the tender documents will be
notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the
amendment into account in preparing their tenders, the Kenya Forest Service, at
its discretion, may extend the deadline for the submission of tenders.

(e) Language of Tender

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

(f) Documents Comprising the Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components
(a) a Tender Form and a Price Schedule completed in accordance with
paragraph 2.9, 2.10 and 2.11 below
(b) documentary evidence established in accordance with paragraph 2.1
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 2.2
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 2.14

(g) Tender Forms

2.9.1 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.

(h) Tender Prices

2.10.1 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
2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender’s performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

(i) **Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

(j) **Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and it’s qualifications to perform the contract if it’s tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Kenya Forest Service’s satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Kenya Forest Service’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 tenderer’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 **Goods Eligibility and Conformity to Tender Documents**
2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract.

2.13.2 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.

2.13.3 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 characteristic of the goods;
(b) a list giving of full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of one (1) year, following commencement of the use of the goods by the Kenya Forest Service; and
(c) a clause-by-clause commentary on the Kenya Forest Service’s Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3© above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Kenya Forest Service 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 the Kenya Forest Service’s satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Kenya Forest Service against the risk of tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.14.7.
2.14.4 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, or a guarantee issued by a reputable insurance company approved by PPRA in the form provided in the tender documents or another form acceptable to the Kenya Forest Service and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Kenya Forest Service as non responsive, pursuant to paragraph 2.22.

2.14.6 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 period prescribed by the Kenya Forest Service.

2.14.7 The successful tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28.

2.14.8 The tender security may be forfeited:

   a) if a tenderer withdraws its tender during the period of tender validity specified by the Kenya Forest Service 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 2.27 or

      ii) to furnish performance security in accordance with paragraph 2.28.

(k) Validity of Tenders

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Kenya Forest Service, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kenya Forest Service as non responsive.

2.15.2 In exceptional circumstances, the Kenya Forest Service 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 2.14 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.

(l) Format and Signing of Tender

2.16.1 The tenderer shall prepare one original and one copy 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.

2.16.2 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 unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

a) be addressed to the Kenya Forest Service at the address given in the Invitation to Tender:

b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” day, date and time

2.17.3 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”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Kenya Forest Service will assume no responsibility for the tender’s misplacement or premature opening.

(m) Deadline for Submission of Tenders

Tenders must be received by the Kenya Forest Service at the address specified under paragraph 2.17.2 no later than day, date and time.

2.18.1 The Kenya Forest Service may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Kenya Forest Service and candidates previously subject to the deadline will therefore be subject to the deadline as extended
(n) **Modification and Withdrawal of Tenders**

2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Kenya Forest Service prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 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 2.14.7.

2.19.5 The Kenya Forest Service may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The Kenya Forest Service shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

**2.20 Opening of Tenders**

2.20.1 The Kenya Forest Service will open all tenders in the presence of tenderers’ representatives who choose to attend, at day, date and time. In the KFS main boardroom.

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

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

2.20.3 The Kenya Forest Service will prepare minutes of the tender opening.
2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the Kenya Forest Service 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.

2.21.2 Any effort by the tenderer to influence the Kenya Forest Service in the Kenya Forest Service’s tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers’ tender.

2.22 Preliminary Examination

2.22.1 The Kenya Forest Service 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.

2.22.2 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 quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.

2.22.3 The Kenya Forest Service 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.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Kenya Forest Service will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Kenya Forest Service’s determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Kenya Forest Service and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency
2.23.1 Where other currencies are used, the Kenya Forest Service will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Kenya Forest Service will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22.

2.24.2 The tender evaluation committee shall evaluate the tender within 15 days of the validity period from the date of opening the tender.

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

2.25.1 There will be no margin of preference.

2.26 Contacting the Kenya Forest Service

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Kenya Forest Service on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Kenya Forest Service in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the tenderer’s tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the Kenya Forest Service 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.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Kenya Forest Service deems necessary and appropriate.
2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the tenderer’s tender, in which event the Kenya Forest Service will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.

(o) **Award Criteria**

2.27.4 The Kenya Forest Service 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.

(p) **Kenya Forest Service’s right to vary quantities**

2.27.5 The Kenya Forest Service 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

(q) **Kenya Forest Service’s right to accept or reject any or all tenders**

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

2.28 **Notification of Award**

2.28.1 Prior to the expiration of the period of tender validity, the Kenya Forest Service will notify the successful tenderer in writing that its tender has been accepted.

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

2.28.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 2.28, the Kenya Forest Service will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 **Signing of Contract**

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

2.29.2 The parties to the contract shall have it signed within 30 days from the date of
notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer
shall sign and date the contract and return it to the Kenya Forest Service.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Kenya
Forest Service, the successful tenderer shall furnish the performance security in
accordance with the Conditions of Contract, in the Performance Security Form
provided in the tender documents, or in another form acceptable to the Kenya
Forest Service.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph
2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the
award and forfeiture of the tender security, in which event the Kenya Forest
Service may make the award to the next lowest evaluated Candidate or call for
new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Kenya Forest Service requires that tenderers observe the highest standard of
ethics during the procurement process and execution of contracts when used in
the present regulations, the following terms are defined 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 the Kenya Forest Service, and includes collusive practice
among tenderer (prior to or after tender submission) designed to establish
tender prices at artificial non-competitive levels and to deprive the Kenya
Forest Service of the benefits of free and open competition;

2.31.2 The Kenya Forest Service 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.

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices
risks being debarred from participating in public procurement in Kenya.
Appendix to 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.

<table>
<thead>
<tr>
<th>INSTRUCTIONS TO TENDERERS REFERENCE</th>
<th>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1.1</td>
<td>All eligible fabric manufacturers registered with the Ministry of Trade and Industry</td>
</tr>
<tr>
<td>2.3.2</td>
<td>Document to be downloaded from KFS website free of charge.</td>
</tr>
<tr>
<td>2.14</td>
<td>2% tender security in form of bank guarantee or Insurance Bond from PPRA approved insurance firms. The security shall be valid for 120 days. Firms that are AGPO registered will be required to fill the Tender Securing Declaration Form.</td>
</tr>
<tr>
<td>2.15</td>
<td>Tenders should remain valid for 90 days after the date of tender opening.</td>
</tr>
<tr>
<td>2.18.1</td>
<td>Closing date will be Wednesday 13th May, 2020 at 10:00 A.M.</td>
</tr>
<tr>
<td>2.27.4</td>
<td>Evaluation Criteria</td>
</tr>
</tbody>
</table>

a. Preliminary Evaluation

<table>
<thead>
<tr>
<th>S No.</th>
<th>Evaluation Criteria</th>
<th>Responsiveness Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Copy of certificate of Incorporation/Registration</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Copy of KRA PIN/VAT Registration.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Copy of valid tax compliance Certificate</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Copy of business license</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Copy of current CR12 from Registrar of companies for Incorporated firms/ National ID for Sole proprietors</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Registration with Kenya Association of Manufacturers (KAM) -Attach valid registration certificate.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Valid AGPO certificate for AGPO registered firms</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>2 % tender security in the right format and validity or fully filled signed and stamped tender securing declaration form for AGPO firms.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Duly filled, signed and stamped Form of tender and Price schedule</td>
<td></td>
</tr>
</tbody>
</table>
10. Duly filled, signed and stamped confidential business questionnaire

11. Declaration form indicating the firm has not been debarred from participating in public procurement and will not engage in corrupt and fraudulent practices (Duly, filled, signed and stamped as the format provided in this tender document)

12. Bidders shall provide samples as indicated in the detailed schedule of requirements, section 5.2 that conforms to KFS’s sample standard -

13. Bidders should be local manufacturers. Must Provide relevant proof from the Ministry of Trade and Industrialization.

14. Brochure/catalogue of materials with details to ensure it conforms to KFS standard

15. Tender document properly bound, paginated with a table of contents

If a NO in any of the above, the bid will not be evaluated further.

b. Technical Evaluation Criteria

This forms the technical criteria and bidders who comply with the criteria will proceed to financial evaluation. Those whose bid will not comply will not be evaluated further.

<table>
<thead>
<tr>
<th>S No.</th>
<th>Evaluation Criteria</th>
<th>Evaluation Attribute</th>
<th>Compliance/Not compliant</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Stage 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>List of at least three (3) corporate clients for supply of uniforms or uniform material within the last three years</td>
<td>Copies of LPOs /Contracts and contact telephone numbers of 3 clients</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Demonstrate financial capacity</td>
<td>Annual turnover three times the value tendered</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Attach certified audited accounts for the last 2 years</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Letter from a bank on availability of credit line to service the orders.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Delivery period upon receipt of LPO</td>
<td>Commitment to deliver within 30 days from the date of LPO</td>
<td></td>
</tr>
</tbody>
</table>
4. Evidence of physical registered office

| Copy of title or lease agreement of the operation premises |

**Technical Evaluation Stage 2**

Beside passing the 1st stage of the technical, the bidder’s sample must meet the technical specifications and its sample pass the technical examination for the bid to be financially evaluated.

1. Conformance to the technical specifications

The specifications provided through manufacturer’s brochures will be compared with the specifications/technical requirements in this tender document to assess compliance.

2. Conformance to KFS standard sample

Samples submitted by the bidders shall be subjected to visual and technical examination by KFS evaluation committee and will be submitted to Kenya Bureau of Standards for technical analysis and certification. Bidders whose samples fail the examination and testing will be rejected and those whose sample pass will have their bid financially evaluated. (Examination parameters will be on texture, color, shade and quality)

| Compliant /Not compliant |

N.B. Bidders whose bid meet the above criteria will be financially evaluated

c. **Financial Evaluation**

Will involve comparison of bids offer prices for bids that pass the technical evaluation stage and whose samples are accepted. The lowest evaluated bidder among those that meet the technical specifications and whose sample is accepted will be recommended for award.
SECTION III: GENERAL CONDITIONS OF CONTRACT

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<th>Title</th>
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<td>Inspection and Tests</td>
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<td>Liquidated damages</td>
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<td>3.20</td>
<td>Force Majeure</td>
<td>26</td>
</tr>
</tbody>
</table>
SECTION III  -  GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-
(a) “The Contract” means the agreement entered into between the Kenya Forest Service 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 camping tents which the tenderer is required to supply to the Kenya Forest Service under the Contract.

(d) “The Kenya Forest Service” means the organization purchasing the Goods under this Contract.

(e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Kenya Forest Service for the procurement and delivery of goods and services.

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods have been manufactured.

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

3.4 Standards

3.4.1 The camping tents supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Kenya Forest Service’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Kenya...
Forest Service in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Kenya Forest Service’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 above shall remain the property of the Kenya Forest Service and shall be returned (all copies) to the Kenya Forest Service on completion of the Tenderer’s performance under the Contract if so required by the Kenya Forest Service.

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Kenya Forest Service 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.

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Kenya Forest Service the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Kenya Forest Service as compensation for any loss resulting from the tenderer’s failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Kenya Forest Service 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 the Kenya Forest Service, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Kenya Forest Service 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.

3.8 Inspection and Tests

3.8.1 The Kenya Forest Service or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the Contract specifications. The Kenya Forest Service shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
3.8.2 The inspections and tests may be conducted in 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 the Kenya Forest Service.

3.8.3 Should any inspected or tested good fail to conform to the Specifications, the Kenya Forest Service may reject the good, and the tenderer shall either replace the rejected good or make alterations necessary to make specification requirements free of costs to the Kenya Forest Service.

3.8.4 The Kenya Forest Service’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 good having previously been inspected, tested and passed by the Kenya Forest Service or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

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

3.9.2 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.

3.10 **Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Kenya Forest Service in its Schedule of Requirements and the Special Conditions of Contract.

3.11 **Insurance**

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

3.12 **Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
3.12.2 Payments shall be made promptly by the Kenya Forest Service as specified in the contract

3.13 Prices

3.13.1 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.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

3.13.4 Price variation request shall be processed by the Kenya Forest Service within 30 days of receiving the request.

3.14 Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Kenya Forest Service’s prior written consent.

3.15 Subcontracts

3.15.1 The tenderer shall notify the Kenya Forest Service 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

3.16 Termination for default

3.16.1 The Kenya Forest Service 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 the Kenya Forest Service

(b) if the tenderer fails to perform any other obligation(s) under the Contract
(c) if the tenderer, in the judgment of the Kenya Forest Service has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Kenya Forest Service 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 the Kenya Forest Service for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the Kenya Forest Service 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 items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The Kenya Forest Service and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract.

3.18.2 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 or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC

<table>
<thead>
<tr>
<th>REFERENCE OF GCC</th>
<th>SPECIAL CONDITIONS OF CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.7.1</td>
<td>Performance security shall be 10% of the bid offer price in form of bank guarantee.</td>
</tr>
<tr>
<td>3.12.1</td>
<td>Payment will be made within 30 days after successful delivery and submission of an invoice</td>
</tr>
<tr>
<td>3.18.1</td>
<td>Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement may 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 Branch, on the request of the applying party. The decision of the arbiter shall be final and binding. Costs of the arbiter shall be shared equally among the parties.</td>
</tr>
</tbody>
</table>
SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers with detailed specifications, drawings, catalogues, etc for the products they intend to supply.

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 All the dimensions and capacities of the good 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. The Kenya Forest Service reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.4 The tenderers are requested to present information along with their offers as follows:

(i) Shortest possible delivery period
(ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.
5.2 SPECIFICATIONS FOR CAMOUFLAGE MATERIAL

Submission of sample
The tenderers **MUST** submit 2 meters (2m x 60 inch) sample clearly labelled in the bidder’s name any day prior to tender closing date. The bidders’ samples will be registered in a sample register at the supply chain management department and acknowledgment receipt issued. The receipt will be used by the bidder to collect the sample back if the bid is not successful.
The camouflage fabric shall have no visible yarn defects such as slabs, thick and thin places and kinks.

Physical requirements of the camouflage material

<table>
<thead>
<tr>
<th>S/N</th>
<th>Parameter</th>
<th>Requirement</th>
<th>Compliant/Not compliant</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Fibre composition/proportion, %</td>
<td>65±5% polyester 35 ±5% Cellulose</td>
<td></td>
</tr>
<tr>
<td>ii.</td>
<td>Weave</td>
<td>2/1 twill</td>
<td></td>
</tr>
<tr>
<td>iii.</td>
<td>Threads/cm, min.</td>
<td>Warp 32  Weft 20</td>
<td></td>
</tr>
<tr>
<td>iv.</td>
<td>Mass in g/m², min.</td>
<td>245</td>
<td></td>
</tr>
<tr>
<td>v.</td>
<td>Breaking strength strips in N, min.</td>
<td>Warp 1500  Weft 900</td>
<td></td>
</tr>
<tr>
<td>vi.</td>
<td>Tear resistance in N, min.</td>
<td>Warp 100  Weft 95</td>
<td></td>
</tr>
</tbody>
</table>

Colour fastness of the fabric

<table>
<thead>
<tr>
<th>S/N</th>
<th>Parameter</th>
<th>Requirement, min</th>
<th>Compliant/Not compliant</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Colour fastness to weathering</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>ii.</td>
<td>Colour fastness to light (Xenon arc)</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>iii.</td>
<td>Colour fastness to dry-cleaning</td>
<td>Colour change 4  Staining 4</td>
<td></td>
</tr>
<tr>
<td>iv.</td>
<td>Colour fastness to perspiration (acid)</td>
<td>Colour change 4  Staining 4</td>
<td></td>
</tr>
<tr>
<td>v.</td>
<td>Colour fastness to perspiration (alkali)</td>
<td>Colour change 4</td>
<td></td>
</tr>
</tbody>
</table>
### S/N | Parameter                              | Requirement, min | Compliant/Not compliant |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Staining</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>vi.</td>
<td>Colour fastness to rubbing</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dry</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Wet</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>vii.</td>
<td>Colour fastness to hot pressing</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Colour change</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Staining</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>viii.</td>
<td>Colour fastness to washing 60 ºC</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Colour change</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Staining</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

### Dimensional changes, %

<table>
<thead>
<tr>
<th>S/N</th>
<th>Parameter</th>
<th>Requirement</th>
<th>Compliant/Not compliant</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Warpway</td>
<td>Warpway</td>
</tr>
<tr>
<td>i.</td>
<td>After 5 launderings, max.</td>
<td>± 2</td>
<td>± 2</td>
</tr>
<tr>
<td>ii.</td>
<td>3 dry-cleanings, max.</td>
<td>± 0.5</td>
<td>± 0.5</td>
</tr>
<tr>
<td>iii.</td>
<td>Cold water immersion, max.</td>
<td>± 1.5</td>
<td>± 1.5</td>
</tr>
</tbody>
</table>

### Labelling

The following information shall be legibly and indelibly marked on a label attached securely to each roll: Bidder to commit to labelling the material as follows if awarded the contract.

- a) The words "Kenya Forest Service";
- b) Name of the fabric;
- c) Width and length of the fabric;
- d) Batch number;
- e) Number of pieces in the bale/roll;
- f) Manufacturer’s name, initials or trade mark;
- g) Country of manufacture;
- h) Care instructions in accordance with KS ISO 3758; and
- i) Grade of the fabric.
SECTION VI – PRICE SCHEDULE

<table>
<thead>
<tr>
<th>S/NO</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Camouflage material 60&quot; wide</td>
<td>Metres</td>
<td>15,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total to be transferred to the form of tender

Signature of tenderer ________________________________

Official stamp

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail. The unit prices quoted shall be inclusive of VAT and delivery cost.
SECTION VII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - Though a figure may not be entered in the form of tender (being a framework contract), it must however be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

4. Tender securing declaration form

5. Self-declaration forms: This form must be completed, signed, and stamped.

6. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

7. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the Kenya Forest Service.

8. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the Kenya Forest Service, this form must be completed fully and duly signed by the authorized officials of the bank.

9. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.
7.1 **FORM OF TENDER**

Date ______________
Tender No. ______________

To: _______________________

[Name and address of Kenya Forest Service]

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 (…………………………………………………. insert description) 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 install and commission the equipment 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 of equivalent to ____________ percent of the Contract Price for the due performance of the Contract, in the form prescribed by _______________ _______________ (Kenya Forest Service).

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

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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 an on behalf of __________________________
7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

**Part 1 – General:**

- Business Name …………………………………………………………………………………………………
- Location of business premises. …………………………………………………………………………………
- Plot No.…………………………… Street/Road ………………………………………..
- Postal Address …………………. Tel No. …………………. Fax ………………. E mail …………….
- Nature of Business ……………………………………………………………………………………………..
- Registration Certificate No. …………………………………………………………………………………
- Maximum value of business which you can handle at any one time – Kshs. ……………………………
- Name of your bankers …………………………………………………….. Branch ……………………………

**Part 2 (a) – Sole Proprietor**

- Your name in full …………………………………………………….. Age ………………………
- Nationality ………………………………… Country of origin …………………………………….
  - Citizenship details ……………………………………………………………………………………
  - …………..

**Part 2 (b) Partnership**

- Given details of partners as follows:
  - Name                                             Nationality                           Citizenship Details                  Shares
  - 1. ……………………………………………………………………………………………………….
  - 2. ………………………………………………………………………………………………………
  - 3. ………………………………………………………………………………………………………
  - 4. ………………………………………………………………………………………………………

**Part 2 (c) – Registered Company**

- Private or Public ………………………………………………………………………………………
- State the nominal and issued capital of company-
  - Nominal Kshs. ………………………………
  - Issued Kshs. ……………………………

- Given details of all directors as follows
  - Name                                             Nationality                           Citizenship Details                  Shares
  - 1. ……………………………………………………………………………………………………….
  - 2. ………………………………………………………………………………………………………
  - 3. ………………………………………………………………………………………………………
  - 4. ………………………………………………………………………………………………………
  - 5. ………………………………………………………………………………………………………

- Date ………………………………………………….. Signature of Candidate

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.
7.3 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, installation and commissioning of ……………………………………[name and/or description of the equipment] (hereinafter called “the Tender”) ………………………………………..

KNOW ALL PEOPLE by these presents that WE … …………………… of ………………………. having our registered office at ………………… (hereinafter called “the Bank”), are bound unto ……………….. [name of Kenya Forest Service] (hereinafter called “the Kenya Forest Service”) in the sum of …………………….. for which payment well and truly to be made to the said Kenya Forest Service, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ……………………. day of ………………… 20 …………………..

THE CONDITIONS of this obligation are:-
1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Kenya Forest Service during the period of tender validity:
   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Kenya Forest Service up to the above amount upon receipt of its first written demand, without the Kenya Forest Service having to substantiate its demand, provided that in its demand the Kenya Forest Service 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 tender 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] ________________________________

(Amend accordingly if provided by Insurance Company)
7.4 TENDER-SECURING DECLARATION FORM

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

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

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we –
   (a) have withdrawn our Bid during the period of bid validity specified by us in line with the appendix to instruction to tenders; or
   (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
      (i) fail or refuse to execute the Contract, if required, or
      (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
   (i) our receipt of a copy of your notification of the name of the successful Bidder; or
   (ii) twenty-eight days after the expiration of our Tender.

4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

Name: [insert complete name of person signing the Bid Securing Declaration] Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on …………………. day of ……………., ………………. [insert date of signing]
7.5 SELF-DECLARATION FORM

7.5.1 ANTI-CORRUPTION DECLARATION

We (insert the name of the company / supplier) ----------------------------------- declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

a) The person shall be disqualified from entering into a contract for the procurement; or b) If a contract has already been entered into with the person, the contract shall be voidable at the option of KFS
c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That KFS may have.

7.5.2 ANTI-FRAUDULENT PRACTICE DECLARATION

We (insert the name of the company / supplier) ----------------------------------- declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

7.5.3 NON - DEBARMENT DECLARATION

We (insert the name of the company / supplier) ----------------------------------- declares and guarantees that we have not been debarred from participating in a procurement proceeding.

Name……………………………………………Signature…………………..

Company Seal / Business Stamp                          Date ………………………
7.6 CONTRACT FORM

THIS AGREEMENT made the _______ day of ___________ 20____ between ………………. [name of Kenya Forest Service] of ……….. [country of Kenya Forest Service] (hereinafter called “the Kenya Forest Service) of the one part and ……………………….. [name of tenderer] of …………… [city and country of tenderer] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Kenya Forest Service invited tenders for certain goods ] and has accepted a tender by the tenderer for the supply of those goods in the sum of ……………………………… [contract price in words and figures] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
   (a) the Tender Form and the Price Schedule submitted by the tenderer
   (b) the Schedule of Requirements
   (c ) the Technical Specifications
   (d) the General Conditions of Contract
   (e) the Special Conditions of contract; and
   (f) the Kenya Forest Service’s Notification of Award

3. In consideration of the payments to be made by the Kenya Forest Service to the tenderer as hereinafter mentioned, the tender hereby covenants with the Kenya Forest Service to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Kenya Forest Service hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by ______ the ______________ (for the Kenya Forest Service

Signed, sealed, delivered by ______ the ______________ (for the tenderer in the presence of ______________________

(Amend accordingly if provided by Insurance Company)
7.7 PERFORMANCE SECURITY FORM

To ……………………………………………………
[name of Kenya Forest Service]

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

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ……………………… [amount of the guarantee in words and figure] 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 you 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 ________

Signed and seal of the Guarantors

________________________________________________________________________
[name of bank or financial institution]

________________________________________________________________________
[address]

________________________________________________________________________
[date]
7.8 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To …………………………………
[name of Kenya Forest Service]

[name of tender] ………………….

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, …………………………………………………….. [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Kenya Forest Service 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 Kenya Forest Service 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 Kenya Forest Service 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

[signature]

[address]

[date]
7.9 MANUFACTURER’S AUTHORIZATION FORM

To  

[name of the Kenya Forest Service]  

WHEREAS ………………………………………………………………………….[name of the manufacturer] who are established and reputable manufacturers of ………………….[name and/or description of the goods] having factories at ………………………………….[address of factory] do hereby authorize ………………………………….[name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. ………………………………….[reference of the Tender] for the above goods manufactured by us.

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

____________________________________

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.
7.10 LETTER OF NOTIFICATION OF AWARD

Address of Kenya Forest Service

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