



KENYA FOREST SERVICE

SUPPLY AND DELIVERY OF POLYTHENE BAGS AND POLYTHENE TUBE ROLLS

Bid No. KFS/07/2019 – 2020

TABLE OF CONTENTS

| | PAGE |
|--|------|
| INTRODUCTION | 3 |
| SECTION I INVITATION TO TENDER | 4 |
| SECTION II INSTRUCTIONS TO TENDERERS..... | 5 |
| Appendix to Instructions to Tenderers..... | 21 |
| SECTION III GENERAL CONDITIONS OF CONTRACT | 24 |
| SECTION IV SPECIAL CONDITIONS OF CONTRACT | 31 |
| SECTION V TECHNICAL SPECIFICATIONS | 32 |
| SECTION VI SCHEDULE OF REQUIREMENTS..... | 33 |
| SECTION VII PRICE SCHEDULE FOR GOODS | 41 |
| SECTION VIII STANDARD FORMS | 42 |
| FORM OF TENDER | 43 |
| CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS..... | 44 |
| TENDER SECURITY FORM..... | 45 |
| TENDER SECURING DECLARATION FORM | 46 |
| CONTRACT FORM..... | 48 |
| PERFORMANCE SECURITY FORM | 49 |
| BANK GUARANTTE FOR ADVANCE PAYMENT FORM..... | 50 |
| MANUFACTURER’S AUTHORIZATION FORM..... | 51 |
| NOTIFICATION OF AWARD | 52 |

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: 17.12.2019

| INVITATION TO TENDER | |
|-----------------------------|---|
| TENDER NO | : KFS/07/2019-2020 |
| TENDER NAME | : SUPPLY AND DELIVERY OF POLYTHENE BAGS AND POLYTHENE TUBE ROLLS |

Kenya Forest Service invites sealed tenders from eligible candidates for supply and delivery of polythene bags and polythene tube rolls to facilitate production of tree seedlings in KFS Tree Nurseries as follows:

| LOT NO | DESCRIPTION | Tender Security |
|---------------|--|---------------------------|
| LOT 1 | SUPPLY AND DELIVERY OF POLYTHENE BAGS, 4 INCH DIAMETER AND 6 INCH LENGTH, BLACK, 300 GAUGE | 2% of the bid offer price |
| LOT 2 | SUPPLY AND DELIVERY OF POLYTHENE BAGS, 5 INCH DIAMETER AND 8 INCH LENGTH, BLACK 300 GAUGE | |
| LOT 3 | SUPPLY AND DELIVERY OF POLYTHENE TUBE ROLLS, 4 INCH DIAMETER, BLACK ,300 GAUGE | |

Interested eligible candidates may obtain further information from and inspect the tender documents at the Supply Chain Management Department at KFS headquarters, Karura off Kiambu Road, P.O. Box 30513-00100, Tel 020-2397660/020-8023042 Nairobi during normal working hours.

Complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs. 1,000 in cash or bankers cheque payable to the Director, Kenya Forest Service. The documents can also 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.

Tender documents enclosed in plain sealed envelopes, marked with the tender number and name shall 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 **Tuesday 7th January 2020 at 11.00 a m.**

Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend the opening at Kenya Forest Service Headquarters boardroom located in Karura, off Kiambu road. All bidders must serialize their documents.

Chief Conservator of Forests

SECTION II- INSTRUCTIONS TO TENDERERS

Table of Clauses

| | Page |
|---|------|
| Eligible tenderers..... | 6 |
| Eligible goods..... | 6 |
| Cost of tendering | 7 |
| Contents of Tender document | 7 |
| Clarification of documents | 7 |
| Amendment of documents..... | 8 |
| Language of tender..... | 8 |
| Documents comprising the tender | 9 |
| Tender forms..... | 9 |
| Tender prices | 9 |
| Tender currencies | 10 |
| Tenderers eligibility and qualifications | 10 |
| Goods' eligibility and conformity to tender documents | 10 |
| Tender security | 11 |
| Validity of tenders | 12 |
| Format and signing of tenders | 13 |
| Sealing and marking of tenders | 13 |
| Deadline for submission of tender..... | 14 |
| Modification and withdrawal of tenders..... | 14 |
| Opening of tenders | 15 |
| Clarification of tenders | 15 |
| Preliminary examination..... | 16 |
| Conversion to single currency | 17 |
| Evaluation and comparison of tenders | 17 |
| Contacting the Kenya Forest Service | 17 |
| Award of contract..... | 17 |
| (a) Post qualification | 17 |
| (b) Award criteria | 18 |
| (c) Kenya Forest Service's right to vary quantities | 18 |
| (d) Kenya Forest Service's right to accept or reject any or all tenders..... | 18 |
| Notification of award..... | 18 |
| Signing of contract | 19 |
| Performance security | 19 |
| Corrupt or fraudulent practices..... | 20 |

SECTION II - INSTRUCTIONS TO TENDERERS

Eligible Tenderers

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.

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

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.

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

(a) Eligible Goods

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

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.

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

(b) Cost of Tendering

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.

The price to be charged for the tender document shall not exceed Kshs.5,000/=

The Tender Document

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

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.

(c) Clarification of Documents

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.

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

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.

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.

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

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

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

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

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

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

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.

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

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.

Goods Eligibility and Conformity to Tender Documents

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

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.

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.

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.

Tender Security

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

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

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

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.

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

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.

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

The tender security may be forfeited:

- (k) if a tenderer withdraws its tender during the period of tender validity specified by the Kenya Forest Service on the Tender Form; or
- (l) 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
- (m) **Validity of Tenders**

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.

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.

(n) Format and Signing of Tender

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.

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.

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.

Sealing and Marking of Tenders

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.

The inner and outer envelopes shall:

- (o) be addressed to the Kenya Forest Service at the address given in the Invitation to Tender:
- (p) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” *day, date and time*

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”.

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.

(q) 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

(r) Modification and Withdrawal of Tenders

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.

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.

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

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

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.

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.

Opening of Tenders

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.

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.

The Kenya Forest Service will prepare minutes of the tender opening.

Clarification of Tenders

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.

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.

Preliminary Examination

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.

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.

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.

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.

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.

Conversion to Single Currency

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.

Evaluation and Comparison of Tenders

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

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

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.

Preference

There will be no margin of preference

Contacting the Kenya Forest Service

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.

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.

Award of Contract

(a) Post-qualification

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.

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.

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.

(s) Award Criteria

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.

(t) Kenya Forest Service's right to vary quantities

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

(u) Kenya Forest Service's right to accept or reject any or all tenders

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.

Notification of Award

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.

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

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

Signing of Contract

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.

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.

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.

Performance Security

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.

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.

Corrupt or Fraudulent Practices

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 any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the 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;

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.

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

| INSTRUCTIONS TO TENDERERS REFERENCE | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS | |
|--|---|------------------------------|
| 2.1.1 | <i>All eligible applicants with the technical and financial capacity</i> | |
| 2.3.2 | <i>Hand copy tender document will be sold at KES 1000 .However it will be free of charge for those who download from the website.</i> | |
| 2.14 | <i>The tender security shall be 2% of the bid offer price in form 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.</i> | |
| 2.15 | <i>Tenders should remain valid for 90 days after the date of opening.</i> | |
| 2.17.1 | <i>The tenderers are required to submit an ORIGINAL and a COPY of the tender document.</i> | |
| 2.18.1 | <i>Closing date will be TUESDAY 7th JANUARY 2020 at 11:00 A.M.</i> | |
| 2.27.4 | <i>Evaluation Criteria</i> | |
| a. Preliminary Evaluation | | |
| S No. | Evaluation Criteria | Responsiveness Yes/No |
| 1. | Copy of valid tax compliance Certificate | |
| 2. | Copy of certificate of Incorporation/Registration | |
| 3. | Copy of business license from the County Government | |
| 4. | Copy of a valid EIA license from NEMA | |
| 5. | Attach CR12 from Registrar of companies for Incorporated firms | |
| 6. | Valid AGPO certificate for AGPO registered firms | |
| 7. | 2 % tender security in the right format and validity or fully filled signed and stamped tender securing declaration form for AGPO registered firms. AGPO firms | |

| | | |
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| | to attach valid AGPO registration certificate from The National Treasury as proof. | |
| 7 | Manufacturers authorization if the bidder is not a manufacturer | |
| 8 | Samples provided must be approved by Kenya Bureau of Standards (sample for each lot bided to be sealed in an envelope bearing the tender number, name ,the lot). The envelope with the samples shall be attached to the tender document and both enclosed in an outer envelope bearing tender number and name. | |
| 9. | Form of tender and price schedule dully filled, signed and stamped as per the format in this tender document | |
| 10. | Duly filled, signed and stamped confidential business questionnaire | |
| 11. | Tender document properly bound, paginated with a table of contents | |

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

b. Technical Evaluation Criteria

| No. | Evaluation Criteria | Technical responsiveness | Maximum score |
|-----|---|---|---------------|
| 1. | Specific experience of the bidder in supplying related products to government institutions /NGOs within the last 5 years. | Attach at least 3 evidences a total of which is equivalent to the bided amount. (Attach copies of LPOs or contracts) Each evidence 10 marks to a maximum of 30 marks | 30 marks |
| 2. | Audited accounts for the last 3 years | Certified copies of audited accounts for 2016, 2017 & 2018 | 15 Marks |
| 3. | Business turnover of at least KES 100 million for the last financial year or a letter from the bank/credit institution indicating line of credit of equivalent amount (KES 100 million) | To be extracted from the last financial year audited account or attach an official letter from the bank or credit institution addressed to the Chief Conservator of Forests committing the line of credit . | 25 marks |

| | | | |
|-------------|--|---|-----------|
| 4. | Delivery schedule. Bidder should indicate the time within which delivery will be made after award of contract. | The lesser the period, the higher the score Within 3 weeks -20 marks. Between 3 weeks and 4 weeks- Prorate. Beyond 4 weeks-Zero (0) mark | 20 marks |
| 5. | Company profile including Physical address and contact persons | Detailed company profile indicating the physical office, contact person and telephone Numbers (s) | 10 marks |
| Total score | | | 100 marks |

The minimum score for a firm to be deemed technically responsive will be **75 marks**. Those firms that attain this technical score will have their sample evaluated to ensure the sample conforms to the specifications given here in. The firms whose sample is accepted and are technically response will have their bid financially evaluated.

c. Financial Evaluation

Will involve comparison of bids that pass the technical evaluation stage and determination of the lowest evaluated bidder. Due diligence may be conducted before award to the lowest evaluated bidder.

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

| | Page |
|---|------|
| 3.1 Definitions..... | 24 |
| 3.2 Application..... | 25 |
| 3.3 Country of Origin..... | 25 |
| 3.4 Standards..... | 25 |
| Use of Contract documents and information | 26 |
| Patent Rights | 26 |
| Performance security..... | 26 |
| Inspection and Tests..... | 27 |
| Packing | 27 |
| Delivery and documents..... | 28 |
| Insurance | 28 |
| Payment..... | 28 |
| Price..... | 28 |
| Assignments | 28 |
| Sub contracts | 29 |
| Termination for default | 29 |
| 3.17 Liquidated damages..... | 29 |
| Resolution of Disputes | 30 |
| Language and law..... | 30 |
| Force Majeure | 30 |

SECTION III - GENERAL CONDITIONS OF CONTRACT

Definitions

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 tyres 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.

Application

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

Country of Origin

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

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

Standards

The tyres supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

Use of Contract Documents and Information

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.

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

Any document, other than the Contract itself, enumerated in paragraph 3.5.1 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

Patent Rights

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.

Performance Security

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.

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.

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.

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

Inspection and Tests

The Kenya Forest Service or its representative shall have the right to inspect and/or to test the tyres 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.

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.

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.

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.

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

Packing

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.

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

Delivery and Documents

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

Insurance

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.

Payment

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

Payments shall be made promptly by the Kenya Forest Service as specified in the contract

Prices

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.

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

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

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

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.

3.16.3 KFS may terminate the contract in whole or in part, at any time for its convenience by written notice served on the Supplier. The notice of termination shall specify that the termination is of convenience and the extent of performance of the contract as well as the date on which such termination become effective. In this case, KFS may elect to cancel the tender and pay to the Supplier an agreed amount for the completed works.

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, the contract shall be terminated.

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 its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV**- 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

| REFERENCE GCC | OF | SPECIAL CONDITIONS OF CONTRACT |
|--------------------------|-----------|--|
| 3.7.1 | | <i>Upon signing of the contract, the bidder will be required to submit a performance security equivalent to 10% of the contract price in form of a bank guarantee and in the format provided in this tender document</i> |
| 3.12.1 | | <i>Payment will be made within 30 days after successful delivery, acceptance of the goods by Kenya Forest Service and submission of an invoice by the successful tenderer.</i> |

SECTION V - TECHNICAL SPECIFICATIONS

General

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

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

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.

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.

SECTION VI- SCHEDULE OF REQUIREMENTS

Packaging and distribution of Polythene Bags and Polythene Tube Rolls by the Tree Nurseries

Polythene Bags and Polythene Rolls shall be packaged in bales and labelled indicating the Conservancy, County , Name of the tree nursery and the quantities as follows;

E.g Conservancy : North Rift
 County : Turkana
 Tree Nursery : Turkana Central SC
 Lot : 1
 Quantity : 268,000 pcs

| Conservancy | County | No | Name of tree nursery in Forest Stations & Sub Counties | Lot 1 (No) | Lot 2 (No) | Lot 3 (Kgs) |
|---------------|----------------|------------------|--|----------------|---------------|--------------|
| 1. North Rift | 1. Turkana | 1 | Turkana Central SC | 268,000 | 0 | 0 |
| | | 2 | Turkana South SC | 134,000 | 0 | 0 |
| | | | Total | 402,000 | 0 | 0 |
| | 2. Nandi | 3 | Kimondi FS Nursery | 0 | 0 | 250 |
| | | 4 | Cerengoni FS Nursery | 0 | 0 | 96 |
| | | 5 | Tinderet/ chepchulgei | 30,000 | 30,000 | 0 |
| | | 6 | Kobujoi FS nursery | 25,000 | 25,000 | 30 |
| | | 7 | Kapchorua FS nursery | 0 | 0 | 100 |
| | | 8 | Nandi East, Kipsebwo | 400,000 | 0 | 0 |
| | | 9 | Nandi EC's TN | 200,000 | 0 | 0 |
| | | 10 | North Nandi FS | 25,000 | 25,000 | 277 |
| | | | Total | 680,000 | 80,000 | 753 |
| | | 3. Trans Nzoia | 11 | Kimothon FS | 20,000 | 10,500 |
| | 12 | | Suam FS | 30,000 | 20,000 | 666 |
| | 13 | | Kiptogot FS | 20,000 | 0 | 627 |
| | 14 | | Saboti FS | 25,000 | 5,700 | 721 |
| | 15 | | Kitale township | 100,000 | 0 | 0 |
| | 16 | | Sikhendu | 50,000 | 0 | 0 |
| | 17 | | Kapolet | 50,000 | 0 | 0 |
| | | | Total | 295,000 | 36,200 | 2,561 |
| | 4. Uasin Gishu | 18 | Lorenge FS | 252,800 | 10,000 | 27 |
| | | 19 | Kipkurere FS | 30,000 | 10,000 | 357 |
| | | 20 | Uasin Gishu EC TN | 200,000 | 0 | 0 |
| | | 21 | Kapsaret | 140,000 | 14,600 | 15 |
| | | 22 | Nabkoi FS | 92,400 | 10,000 | 374 |
| 23 | | Cengalo FS | 222,000 | 50,000 | 0 | |
| 24 | | Timboroa FS | 100,000 | 39,600 | 200 | |
| 25 | | Turbo SC Nursery | 340,000 | 0 | 0 | |

| Conservancy | County | No | Name of tree nursery in Forest Stations & Sub Counties | Lot 1 (No) | Lot 2 (No) | Lot 3 (Kgs) | |
|-------------|--------------------|----------------|--|--------------------|------------|-------------|-------|
| | | | Total | 1,377,200 | 134,200 | 973 | |
| | 5. Elgeyo Marakwet | 26 | EC's FS Nursery | 130,000 | 18,800 | 0 | |
| | | 27 | Kaptagat FS | 22,000 | 0 | 344 | |
| | | 28 | Elgeyo Tree Nursery | 10,000 | 10,000 | 459 | |
| | | 29 | Kipkabus FS Nursery | 27,400 | 0 | 225 | |
| | | 30 | Sabor FS Nursery | 25,500 | 0 | 494 | |
| | | 31 | Chesoi FS Nursery | 30,000 | 34,508 | 3 | |
| | | 32 | Cherangani FS Nursery | 30,000 | 12,200 | 94 | |
| | | 33 | Penon FS Nursery | 30,000 | 16,000 | 22 | |
| | | 34 | Cheptongei FS TN | 134,000 | 13,000 | 0 | |
| | | 35 | Kessup FS Nursery | 20,000 | 7,000 | 265 | |
| | | | | Total | 458,900 | 111,508 | 1,906 |
| | 6. West Pokot | 36 | kapenguria FS Nursery | 160,000 | 44,000 | 0 | |
| | | 37 | Pokot Central | 304,000 | 0 | 0 | |
| | | | Total | 464,000 | 44,000 | 0 | |
| | | | Conservancy Total | 3,677,100 | 405,908 | 6,193 | |
| 2. Coast | 7. Lamu | 38 | Witu | 588,800 | 20,000 | 0 | |
| | | 39 | Lamu West, Mokoye | 260,000 | 8,000 | 0 | |
| | | 40 | West Hindi | 34,000 | 0 | 0 | |
| | | 41 | Lamu Island | 30,000 | 10,800 | 0 | |
| | | 42 | Boni (Bodhai) Nursery | 150,000 | 20,000 | 0 | |
| | | 43 | Ecs Office | 232,000 | 40,000 | 0 | |
| | | | Total | 1,294,800 | 98,800 | 0 | |
| | | 8. T/Taveta | 44 | Mwatate sub county | 136,000 | 0 | 0 |
| | | | 45 | Voi sub county | 168,000 | 0 | 0 |
| | | | 46 | Taita Taveta FS | 262,000 | 40,000 | 0 |
| | | | Total | 566,000 | 40,000 | 0 | |
| | | 9. Kilifi | 47 | Kilifi North | 164,000 | 40,000 | 0 |
| | | | 48 | Gede FS | 60,000 | 8,000 | 0 |
| | | | 49 | Jilore FS | 60,000 | 8,000 | 0 |
| | | | 50 | Kilifi Model TN | 280,000 | 60,000 | 0 |
| | | | Total | 564,000 | 116,000 | 0 | |
| | | 10. Kwale | 51 | Kwale Station | 58,000 | 10,000 | 0 |
| | | | 52 | Buda | 58,000 | 10,000 | 0 |
| | | | 53 | Msambweni SC | 102,000 | 0 | 0 |
| | | | 54 | Kinango SC | 68,000 | 0 | 0 |
| | | | 55 | Matuga sub county | 68,000 | 0 | 0 |
| | | | 56 | Samburu | 68,000 | 0 | 0 |
| | | | Total | 422,000 | 20,000 | 0 | |
| | | 11. Tana River | 57 | Tana River | 500,000 | 0 | 0 |
| | | | 58 | Kolota Primary Sch | 68,000 | 0 | 0 |

| Conservancy | County | No | Name of tree nursery in Forest Stations & Sub Counties | Lot 1 (No) | Lot 2 (No) | Lot 3 (Kgs) |
|-------------|-------------|----|--|------------|------------|-------------|
| | | | Total | 568,000 | 0 | 0 |
| | 12. Mombasa | 59 | Island | 450,400 | 0 | 0 |
| | | | Total | 450,400 | 0 | 0 |
| | | | Conservancy Total | 3,865,200 | 274,800 | 0 |
| 3. Mau | 13. Nakuru | 60 | Dundori FS nursery | 24,200 | 0 | 316 |
| | | 61 | Bahati FS nursery | 19,600 | 0 | 252 |
| | | 62 | Baraget FS | 72,800 | 0 | 131 |
| | | 63 | Kiptunga FS | 103,000 | 0 | 33 |
| | | 64 | Logoman FS | 40,000 | 0 | 175 |
| | | 65 | Molo FS | 49,200 | 0 | 53 |
| | | 66 | Mariashoni FS | 210,000 | 20,000 | 0 |
| | | 67 | Nakuru EC Nusery | 178,000 | 60,000 | 0 |
| | | 68 | Njoro Sc nursery | 440,000 | 62,000 | 0 |
| | | 69 | Gilgil SC nursery | 68,000 | 0 | 0 |
| | | 70 | Nakuru North SC | 68,000 | 0 | 0 |
| | | 71 | Nakuru Central SC | 136,000 | 0 | 0 |
| | | 72 | Rongai Subcounty | 68,000 | 0 | 0 |
| | | 73 | Naivasha Subcounty | 68,000 | 0 | 0 |
| | | 74 | Nakuru Mdel TN | 402,000 | 0 | 0 |
| | | | | 1,946,800 | 142,000 | 961 |
| | 14. Narok | 75 | EC's Central Nursery | 1,000,000 | 638,912 | 0 |
| | | 76 | Maasai Mau T Nursery | 500,000 | 500,000 | 0 |
| | | 77 | Narok County Nursery | 300,000 | 200,000 | 0 |
| | | 78 | Nyagorse | 400,000 | 200,000 | 0 |
| | | 79 | Olengruone | 500,000 | 300,000 | 44 |
| | | 80 | Nairotia | 300,000 | 200,000 | 0 |
| | | 81 | Transmara SC, Kilgoris | 300,000 | 200,000 | 0 |
| | | 82 | Narok South | 300,000 | 100,000 | 0 |
| | | | | 3,600,000 | 2,338,912 | 44 |
| | 15 Kericho | 83 | Makutano | 58,600 | 20,000 | 397 |
| | | 84 | Kerisoi | 67,000 | 20,000 | 321 |
| | | 85 | Kericho | 60,000 | 40,000 | 295 |
| | | 86 | Londiani | 135,460 | 50,000 | 121 |
| | | 87 | Sorget | | 0 | 443 |
| | | 88 | Malagat | | 0 | 192 |
| | | 89 | Tendeno | 29,800 | 0 | 140 |
| | | 90 | Kericho east | 50,000 | 0 | 0 |
| | | 91 | Kericho west | 368,000 | 100,000 | 0 |
| | | 92 | Bureti | 218,000 | 50,000 | 0 |
| | | 93 | EC Tree Nursery | 168,000 | 100,000 | 0 |
| | | 94 | KipkelionWest | 300,000 | 100,000 | 0 |

| Conservancy | County | No | Name of tree nursery in Forest Stations & Sub Counties | Lot 1 (No) | Lot 2 (No) | Lot 3 (Kgs) |
|----------------------|--------------|---------------|--|------------------|------------------|--------------|
| | | 95 | Kipkelion east | 108,000 | | 0 |
| | | | | 1,562,860 | 480,000 | 1,909 |
| | 16. Baringo | 96 | Esageri | 100,000 | 50,000 | 550 |
| | | 97 | Narasha | 100,000 | 50,000 | 741 |
| | | 98 | Mogotio SC | 27,200 | 0 | 0 |
| | | 99 | OL'Arabel | 30,000 | 17,600 | 0 |
| | | 100 | Kabarnet | 15,000 | 5,000 | 39 |
| | | 101 | Baringo North | 61,400 | 10,000 | 0 |
| | | 102 | Chemorgok | 28,600 | 10,000 | 5 |
| | | 103 | Maji mazuri | 50,000 | 30,000 | 385 |
| | | 104 | Sabatia | 40,000 | 30,000 | 775 |
| | | 105 | Chemususu | 0 | | 191 |
| | | 106 | Tenges | 106,000 | 0 | 0 |
| | | 107 | Kiptuget | 40,000 | 10,000 | 0 |
| | | 108 | Koibatek | 50,000 | 10,000 | 181 |
| | 109 | Makutani | 60,000 | 40,000 | 0 | |
| | 110 | Marigat | 170,000 | 30,000 | 0 | |
| | | | | 878,200 | 292,600 | 2,867 |
| | 17. Bomet | 111 | Mara mara FS | 100,000 | 36,000 | 0 |
| | | 112 | ECS Nursery | 400,000 | 108,000 | 0 |
| 113 | | Chepalungu FS | 200,000 | 48,000 | 92 | |
| | | | 700,000.0 | 192,000.0 | 92 | |
| | | | Conservancy Total | 8,687,860 | 3,445,512 | 5,873 |
| 4. Central Highlands | 18. Murang'a | 114 | Kigumo SC | 68,000 | 0 | 0 |
| | | 115 | Murang'a East | 350,000 | 50,000 | 0 |
| | | 116 | Wanjerere FS | 40,000 | 28,000 | 0 |
| | | 117 | Kiambicho FS | 20,000 | 14,000 | 0 |
| | | 118 | Kimakia FS | 0 | | 255 |
| | | 119 | Gatare FS | 40,000 | 30,000 | 0 |
| | | 120 | Kangema | 53,600 | | 0 |
| | | 121 | Murang'a south | 150,000 | | 0 |
| | | | | | 721,600 | 122,000 |
| | 19. Laikipia | 122 | S/Marmanet | 100,000 | 30,000 | 300 |
| | | 123 | N/Marmanet | 100,000 | 50,000 | 116 |
| | | 124 | Shamanek | 70,000 | 50,000 | 566 |
| | | 125 | Lariak | 100,000 | 96,100 | 108 |
| | | 126 | Rumuruti | 100,000 | 48,000 | 56 |
| | | 127 | Mukogondo | 50,000 | 54,000 | 0 |
| | | 128 | Nyahururu SC | 140,000 | 0 | 0 |
| | | 129 | Laikipia West SC | 404,000 | 0 | 0 |
| | | 130 | Laikipia East SC | 276,000 | 0 | 0 |
| | | 131 | Laikipia Central | 136,000 | 0 | 0 |
| | | | 1,476,000 | 328,100 | 1,146 | |

| Conservancy | County | No | Name of tree nursery in Forest Stations & Sub Counties | Lot 1 (No) | Lot 2 (No) | Lot 3 (Kgs) |
|---------------|---------------|-------------------|--|------------|------------|-------------|
| | 20. Kiambu | 132 | Ragia FS | 71060 | 71,060 | 130 |
| | | 133 | Kieni FS | 68000 | 68,000 | 0 |
| | | 134 | Kamae FS | 374,100 | 34,100 | 136 |
| | | 135 | Kinale FS | 81200 | 81,200 | 246 |
| | | 136 | Kereita FS | 102000 | 102,000 | 0 |
| | | 137 | Uplands FS | 29000 | 29,000 | 350 |
| | | 138 | Muguga EC Nursery | 340,000 | 0 | 0 |
| | | 139 | Kiambu SC | 136,000 | 0 | 0 |
| | | 140 | Thika SC | 480,000 | 0 | 0 |
| | | | | | 1,681,360 | 385,360 |
| | 21. Kirinyaga | 141 | Kangaita | 170,000 | 170,000 | 0 |
| | | 142 | Mwea East | 204,000 | 0 | 0 |
| | | 143 | Kathande-ini | 306,000 | 0 | 0 |
| | | 144 | Castle FS | 51,000 | 51,000 | 0 |
| | | 145 | Njuki-ini West FS | 121000 | 121,000 | 30 |
| | | 146 | Kirinyaga East SC | 170,000 | 0 | 0 |
| | | 147 | Kirinyaga Central | 136,000 | 0 | 0 |
| | | 148 | Kirinyaga West SC | 136,000 | 0 | 0 |
| | | | | | 1,294,000 | 342,000 |
| | 22. Nyeri | 149 | Nanyuki FS | 95,800 | 95,800 | 80 |
| | | 150 | Gathiuru FS | 68,000 | 68,000 | 0 |
| | | 151 | Kabaru FS | 0 | 0 | 389 |
| | | 152 | Naromoru FS | 4,100 | 4,100 | 107 |
| | | 153 | Hombe FS | 8,100 | 8,100 | 52 |
| | | 154 | Ragati FS | 5,100 | 5,100 | 92 |
| | | 155 | Chehe FS | 0 | 0 | 148 |
| | | 156 | Muringato FS | 68,000 | 68,000 | 0 |
| | | 157 | Kabage FS | 34,000 | 34,000 | 0 |
| | | 158 | Zaina FS | 12,400 | 12,400 | 91 |
| | | 159 | Kiandongoro FS | 10,000 | 10,000 | 82 |
| | | 160 | Nyeri Central SC | 68,000 | 0 | 0 |
| | | 161 | Zuti/ station FS | 34,000 | 34,000 | 0 |
| | | 162 | Kieni east SC | 168,000 | 0 | 0 |
| | | 163 | Mukurweni SC | 350,000 | 50,000 | 0 |
| | | 164 | Nyeri Model TN | 510,000 | 170,000 | 0 |
| | 165 | Kieni west SC | 202,000 | 34,000 | 0 | |
| | | | 1,637,500 | 593,500 | 1,040 | |
| 23. Nyandarua | 166 | Olbolossat FS | 48,800 | 48,800 | 142 | |
| | 167 | South Kinangop FS | 25,000 | 25,000 | 316 | |
| | 168 | Ndaragwa FS | 65,000 | 65,000 | 74 | |
| | 169 | Geta FS | 17,500 | 17,500 | 247 | |
| | 170 | North Kinangop Fs | 153,000 | 153,000 | 0 | |
| | 171 | Okalou Central SC | 322,000 | 0 | 0 | |

| Conservancy | County | No | Name of tree nursery in Forest Stations & Sub Counties | Lot 1 (No) | Lot 2 (No) | Lot 3 (Kgs) |
|------------------|--------------|----------------|--|------------------|------------------|--------------|
| | | 172 | Kipipiri SC | 168,000 | 0 | 0 |
| | | 173 | Ndaragwa SC | 68,000 | 0 | 0 |
| | | | | 867,300 | 309,300 | 779 |
| | | | Conservancy Total | 7,677,760 | 2,080,260 | 4,112 |
| 5. Ewaso North | 24. Marsabit | 174 | Marsabit F.S | 268,000 | 68,000 | 0 |
| | | 175 | Moyale SC | 76,800 | 0 | 0 |
| | | 176 | Loiyangalani SC | 34,000 | 0 | 0 |
| | | | | 378,800 | 68,000 | 0 |
| | 25. Samburu | 177 | EC Tree Nursery | 500,000 | 40,000 | 0 |
| | | | | 500,000 | 40,000 | 0 |
| 26. Isiolo | 178 | Isiolo Central | 440,000 | | 0 | |
| | | | 440,000 | 0 | 0 | |
| | | | Conservancy Total | 1,318,800 | 108,000 | 0 |
| 6. Nyanza | 27. Homa Bay | 179 | Kodera FS | 50,000 | 0 | 90 |
| | | 180 | Lambwe FS | 50,000 | 0 | 149 |
| | | 181 | Wire/Lwanda | 135,000 | 0 | 176 |
| | | 182 | EC's T Nursery | 138,000 | | 0 |
| | | | | 373,000 | 0 | 415 |
| | 28. Kisii | 183 | Kisii Central | 540,000 | 0 | 0 |
| | | | | 540,000 | 0 | 0 |
| | 29. Kisumu | 184 | Maseno Model TN | 308,000 | 100,000 | 0 |
| | | | Kisumu EC'S Nursery | 204,000 | | 0 |
| | | | Koguta FS | 200,000 | 140,000 | 0 |
| | | | 712,000 | 240,000 | 0 | |
| | 30. Migori | 187 | Migori FS | 420,200 | 0 | 90 |
| | | | | 420,200 | 0 | 90 |
| | 31. Siaya | 188 | ECS Tree nursery | 380,000 | 28,000 | 0 |
| | | | Yala tree nursery | 340,000 | | 0 |
| | | | Usenge tree nursery | 340,000 | | 0 |
| | | | 1,060,000 | 28,000 | 0 | |
| | 32. Nyamira | 191 | EC's Tree Nursery | 500,000 | 0 | 0 |
| | | | 500,000 | 0 | 0 | |
| | | | Conservancy Total | 3,605,200 | 268,000 | 504 |
| 7. North Eastern | 33. Garissa | 192 | Garissa Ccentral | 1,408,000 | 0 | 0 |
| | | 193 | ijara sub county | 340,000 | 0 | 0 |
| | | | | 1,748,000 | 0 | 0 |
| | 34. Mandera | 194 | Mandera East SC | 476,000 | 0 | 0 |
| | | | | 476,000 | 0 | 0 |
| | 35. Wajir | 195 | Wajir East SC | 476,000 | 0 | 0 |
| 196 | | | Eldas SC | 0 | 0 | 0 |
| | | | 476,000 | 0 | 0 | |
| | | | Conservancy Total | 2,700,000 | 0 | 0 |
| 8. Eastern | 36. | 197 | Makuli FS | 34,800 | 34,800 | 66 |

| Conservancy | County | No | Name of tree nursery in Forest Stations & Sub Counties | Lot 1 (No) | Lot 2 (No) | Lot 3 (Kgs) |
|-------------|-------------------|------------------|--|------------|------------|-------------|
| | Makueni | 198 | Nthangu FS | 54,300 | 54,300 | 61 |
| | | 199 | Kibwezi FS | 34,000 | 34,000 | 0 |
| | | 200 | Kilungu FS | 7,100 | 7,100 | 173 |
| | | 201 | Mbooni FS | 34,000 | 34,000 | 0 |
| | | 202 | EC Tree Nursery | 100,000 | 0 | 0 |
| | | | | | 264,200 | 164,200 |
| | 37. Embu | 203 | Irangi FS | 50,000 | 50,000 | 154 |
| | | 204 | Njukiini east FS | 26,100 | 26,100 | 63 |
| | | 205 | Embu central TN | 152,000 | 0 | 0 |
| | | 206 | Embu North-kairuri | 102,000 | 0 | 0 |
| | | 207 | Runyenjes TN | 102,000 | 0 | 0 |
| | | | | | 432,100 | 76,100 |
| | 38. Machakos | 208 | Iveti | 115,600 | 50,000 | 4 |
| | | 209 | Masii in Mwala | 102,000 | 0 | 0 |
| | | 210 | Miondoni in Mwala | 68,000 | 0 | 0 |
| | | 211 | Kateki in Yatta | 68,000 | 0 | 0 |
| | | 212 | Athi River | 68,000 | 0 | 0 |
| | | 213 | Kangundo | 68,000 | 0 | 0 |
| | | | | | 489,600 | 50,000 |
| | 39. Tharaka Nithi | 214 | Chogoria station | 290800 | 290,800 | 0 |
| | | 215 | Tharaka South | 70,000 | 0 | 0 |
| | | 216 | Chuka station | 140000 | 140,000 | 0 |
| | | 217 | Meru south SC | 84,320 | 0 | 0 |
| | | 218 | Igamba ngombe SC | 57,800 | 0 | 0 |
| | | | | | 642,920 | 430,800 |
| | 40. Kitui | 219 | Kitui EC TN | 120,000 | 0 | 0 |
| | | 220 | Kitui FS | 123,686 | 73,686 | 21 |
| | | 221 | Mutitu FS | 40,000 | 10,000 | 73 |
| | | 222 | Mumoni FS | 34,000 | 34,000 | 0 |
| | | 223 | Nuu FS | 34,000 | 34,000 | 0 |
| | | | | | 351,686 | 151,686 |
| | 41. Meru | 224 | Mucheene FS | 152900 | 152,900 | 34 |
| | | 225 | Marania FS | 3400 | 3,400 | 61 |
| 226 | | FES TN, Maua | 179,000 | 25,000 | 0 | |
| 227 | | Meru station | 68000 | 68,000 | 0 | |
| 228 | | Lower Imenti FS | 27200 | 27,200 | 0 | |
| 229 | | Nyambene FS | 35000 | 35,000 | 0 | |
| 230 | | Ngarendare FS | 34000 | 34,000 | 0 | |
| 231 | | Ruthumbi Station | 51000 | 51,000 | 0 | |
| 232 | | Ontulili FS | 50000 | 50,000 | 471 | |
| 233 | | KFS Muthaara TN | 54,400 | 0 | 0 | |
| | | | | 654,900 | 446,500 | 566 |
| | | | Conservancy Total | 2,835,406 | 1,319,286 | 1,183 |

| Conservancy | County | No | Name of tree nursery in Forest Stations & Sub Counties | Lot 1 (No) | Lot 2 (No) | Lot 3 (Kgs) | |
|--------------|--------------|-------------|--|----------------------|-------------------|----------------|------------|
| 9. . Nairobi | 42. Nairobi | 234 | Ngong Road FS | 500,000 | 244,000 | 0 | |
| | | 235 | Karura FS | 700,000 | 280,000 | 0 | |
| | | | | 1,200,000 | 524,000 | 0 | |
| | 43. Kajiado | 236 | Kajiado EC TN | 68,000 | 0 | 0 | |
| | | 237 | Ngonghills FS | 440,000 | 100,000 | 0 | |
| | | 238 | Mashuru TN | 400,000 | 100,000 | 0 | |
| | | 239 | Namaga TN | 175,000 | 25,000 | 0 | |
| | | 240 | Loitoktok FS | 438,400 | 150,000 | 52 | |
| | | | | 1,521,400 | 375,000 | 52 | |
| | | | Conservancy Total | 2,721,400 | 899,000 | 52 | |
| 10. Western | 44. Kakamega | 241 | Kakamega FS | 170,000 | 70,000 | 0 | |
| | | 242 | Bunyala FS | 89,600 | 29,600 | 85 | |
| | | 243 | Malava FS | 63400 | 63,400 | 9 | |
| | | 244 | Turbo FS | 80500 | 80,500 | 43 | |
| | | 245 | Lugari FS | 39500 | 39,500 | 23 | |
| | | 246 | Nzoia FS | 0 | 0 | 490 | |
| | | 247 | Kakamega central sc | 102,000 | 0 | 0 | |
| | | 248 | Lugari/Matete sc | 154,400 | 0 | 0 | |
| | | | | 699,400 | 283,000 | 650 | |
| | 45. Bungoma | 249 | Kaboywa FS | 119900 | 119,900 | 127 | |
| | | 250 | Kaberua FS | 42700 | 42,700 | 153 | |
| | | 251 | Cheptais FS | 34000 | 34,000 | 0 | |
| | | 252 | Bumula sc | 40,800 | 0 | 0 | |
| | | 253 | Bungoma centrl sc | 134,000 | 0 | 0 | |
| | | 254 | Bungoma East SC, | 40,800 | 0 | 0 | |
| | | | | 412,200 | 196,600 | 280 | |
| | 46. Vihiga | 255 | Kibiri FS | 275,000 | 75,000 | 52 | |
| | | 256 | Ecs' Office TN | 127,354 | 27,354 | 0 | |
| | | | | 402,354 | 102,354 | 52 | |
| | 47. Busia | 257 | Ecs' Office TN | 108,000 | 0 | 0 | |
| | | 258 | Port victoria | 408,000 | 100,000 | 0 | |
| | | 259 | Teso North | 500,000 | 0 | 0 | |
| | | | | 1,016,000 | 100,000 | 0 | |
| | | | Conservancy Total | 2,529,954 | 681,954 | 982 | |
| | | 48. Masaita | 260 | Masaita FS | 1,381,320 | 517,280 | 101 |
| | | | | | 1,381,320 | 517,280 | 101 |
| | | | | Masaita Total | 1,381,320 | 517,280 | 101 |
| | | | GRAND TOTAL | 41,000,000 | 10,000,000 | 19,000 | |

SECTION VII**PRICE SCHEDULE FOR SUPPLY OF POLYTHENE BAGS AND POLYTHENE TUBE ROLLS**

| Lot No | Size | Gauge | Colour | Unit of Measure | Quantity | Unit Price (KES) | Total Price (KES) |
|--|---|--------------|---------------|------------------------|-------------------|-------------------------|--------------------------|
| LOT 1 | Polythene bags, 4-inch diameter and 6-inch length | 300 | Black | Number | 41,000,000 | | |
| LOT 2 | Polythene bags, 5-inch diameter and 8-inch length | 300 | Black | Number | 10,000,000 | | |
| LOT 3 | Polythene tube Rolls, 4-inch diameter | 300 | Black | Kgs | 19,000 | | |
| 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, packaging and labelling costs** . Delivery to be at KFS headquarters ,off Kiambu Road.

SECTION VIII - 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. 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.
5. 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.
6. 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.
7. 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.

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 deliver, install and commission (..... *(insert equipment 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 _____

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

| | |
|---|------------------------|
| <i>Part 1 – General:</i> | |
| Business Name | |
| Location of business premises..... | |
| Plot No..... | Street/Road |
| Postal Address | Tel No. Fax |
| Nature of Business | E mail |
| 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 | | | | | | | | | | | | | | | | | | | | | | | | |
| <ul style="list-style-type: none"> • Citizenship details • | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Part 2 (b) Partnership | | | | | | | | | | | | | | | | | | | | | | | | |
| Given details of partners as follows: | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%; text-align: left;">Name</th> <th style="width: 20%; text-align: left;">Nationality</th> <th style="width: 30%; text-align: left;">Citizenship Details</th> <th style="width: 20%; text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> | Name | Nationality | Citizenship Details | Shares | 1. | | | | 2. | | | | 3. | | | | 4. | | | | | | | | |
| 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 | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%; text-align: left;">Name</th> <th style="width: 20%; text-align: left;">Nationality</th> <th style="width: 30%; text-align: left;">Citizenship Details</th> <th style="width: 20%; text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> | Name | Nationality | Citizenship Details | Shares | 1..... | | | | 2..... | | | | 3..... | | | | 4..... | | | | 5..... | | | | |
| 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.

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)

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]

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)

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]

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

[name of bank or financial institution]

[address]

[date]

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.

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