

WILDLIFE RESEARCH AND TRAINING INSTITUTE

PO BOX 842 - 20117 NAIVASHA

Email Address; procurement@wrti.go.ke

QUOTATION NO: WRTI/WS/48/2023-2024

SUPPLY AND DELIVERY OF TYRES

PUBLICATION DATE- 19th October 2023

CLOSING DATE- 25th October 2023

TABLE OF CONTENTS

REQUEST	FOR QUOTATIONS	3
PART 1: IN	NSTRUCTIONS TO TENDERERS	4
Quotation A	and Qualification Documents	6
i)	Schedule Of Requirements Table	8
ii)	Form For Disclosure of Interest	<u></u> 9
iii)	Certification	10
iv)	Certificate Of Independent Quotation Determination	11
v)	Self-Declaration Form	12
PART 2: S	SCHEDULE OF REQUIREMENTS	13
TECHNICA	AL SPECIFICATIONS FOR WORKS/SERICES	13
TABLE B.	SCHEDULE OF REQUIREMENTS TABLE	15
PART 3: C	ONTRACT	16
CONTRAC	T AGREEMENT	16
CONDITIO	INS OF CONTRACT	17

REQUEST FOR QUOTATIONS (RFQ)

To:

From: Wildlife Research and Training Institute

at the address given below.

Po Box 842 -20117

Naivasha, Nakuru County

The Wildlife Research and Training Institute invites you to submit Quotations Supply and delivery of Tyres indicated in detail in "Table A to be supplied at WRTI Headquarters in Naivasha. Schedule of Requirements and Specifications". The quotation shall follow the instructions and documents in this RFQ document and shall be in English Language. Tenderers may obtain further information during office hours i.e., 0900 to 1500 hours]

2. Quotations shall be submitted in accordance with the instruction in Part 1: Quotation Procedures and in a sealed envelope clearly indicating name and address of tenderer, the quotation name and title and must reach the Procuring Entity at the address indicated below not later than 25TH October2023. Quotations can be delivered by Email; Courier or Hand Delivery at the tenderer's option. Late quotations shall be rejected.

3. Enquiries regarding this quotation may be addressed to;

Procurement Office
Wildlife Research and Training Institute
Po Box 842 – 20117 Naivasha
procurement@wrti.go.ke

- 4. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.
- 5. Please inform by email or express mail the undersigned within (3days) of receipt of this RFQ if you will not be submitting a quotation.
- 6. Address for Submission of Quotations.

Director/CEO
Wildlife Research and Training Institute
Po Box 842 – 20117 Naivasha, Kenya.

Tender/Quotation Box located at the Main Reception, Administration Building

DIRECTOR/CEO

PART 1: INSTRUCTIONS TO TENDERERS

- 1. **Tenderers are advised to read carefully** these instructions and the Conditions of Contract in Part 3: Contract, before preparing the quotation. The standard forms in this RFQ may be photocopied for completion but the Tenderer is responsible for their accurate reproduction. The <u>term Tenderer</u> shall mean the firm or person invited to submit a quotation. The <u>term Quotation</u> herein shall mean the quotation submitted as usually understood in public procurement.
- 2. **Validity of Quotations**: The quotation will be held valid for **126 Days** from the date of submission.
- 3. **The Quotation shall consist of** completed Tables A, B and C and the Form of Quotation all indicated in Part 2 of this Request for Quotations, and documents to evidence Eligibility and Conformity to Technical Specifications.
- 4. **Sealing and Marking of Quotations**: Quotations in one "one original" should be sealed in a single envelope, clearly marked with the **Quotation No. WRTI/WS/48/2023-2024** in the RFQ, the Tenderer's name and the name of the Procuring Entity. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.
- 5. **Submission of Quotations:** Quotations, and any alternatives if allowed as per Item 11 below, should be submitted to the address below, on or before the date and time indicated in sub-item 4 below. Late quotations will be rejected. Address for Submission of Quotations;

Wildlife Research and Training Institute
Po Box 842 – 20117 Naivasha Town
Tender/Quotation Box Administration Building or tender box located at the main reception
Closing Date: 25h October 2023 at 11.00 AM

- 6. **Opening of Quotations**: Quotations will be opened immediately after the closing date and time specified in item 5 above, by at least three appointed officials of the Procuring Entity.
- 7. **Tenderer Eligibility:** Tenderer must submit Documentary evidence to show His/her eligibility to be awarded a contract to cover each of the following:
 - Certificate of Business Registration/ Incorporation
 - Valid Tax Compliance Certificate.
 - Completely filled Confidential Business Questionnaire Form.
 - Serialization/Pagination of the submitted bid document
- 8. The Tenderer shall also complete attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms.
- 9. **Invitation not transferable**: This invitation is not transferable to other firms or individuals not so invited.
- 10. **Goods Eligibility:** Tenderer must submit as evidence documents to show the country of origin of any goods to be supplied or incorporated in the work or services
- 11. **Technical Specifications:** Documentary evidence to show that the goods meet the technical specifications.
- 12. **Alternative Quotations:** Tenderers **are not permitted** to submit alternative quotations for goods. Only the alternatives, if any, of the Tenderer with the winning quotation conforming to the basic technical requirements shall be considered by the Procuring Entity.
- 13. **Currency:** Quotations shall be priced in Kenya Shillings. Quotations in other currencies will be rejected if not allowed. The Procuring Entity **Not Allow** quotations in foreign currency.
- 14. **Evaluation of Quotations**: The evaluation of quotations will be conducted using the procedure set out below:

- i) Preliminary examination to determine Tenderer eligibility:
 - a. Certificate of Business Registration/ Incorporation
 - b. Valid Tax Compliance Certificate.
 - c. Completely filled Confidential Business Questionnaire Form.
 - d. Serialization/Pagination of the submitted bid document
- ii) Technical examination to determine goods eligibility, compliance with technical specifications and commercial responsiveness. The Biddershall;
 - Compliance to the technical specifications as stipulated in this tender document.
 - Tenderers must quote the whole schedule with completeness in order to qualify as responsive.
 Bids not meeting the technical specifications will be declared as non-responsive and will not be evaluated further
- iii) Financial comparison of quotations to determine the **lowest evaluated quotation**. The lowest bidder shall be awarded the items on item per item basis
- 15. **Lowest Evaluated Quotation:** The <u>lowest evaluated</u> quotation shall be recommended for award of contract.
- 16. **Award of contract:** Award of contract shall be by placement of a Letter of Acceptance or Local Purchase Order in accordance with Part 3: Contract. The currency of award and payment shall be currency in which the quotation was submitted. Unsuccessful tenderers who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation
- 17. **Right to Reject**: The Procuring Entity reserves the right to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

QUOTATION AND QUALIFICATION DOCUMENTS

Instructions to Tenderer. Tenderer must complete and submit as part of the Form of quotation.

- SCHEDULE OF REQUIREMENTS TABLE (i)
- (ii) FORM FOR DISCLOSURE OF INTEREST
- CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION (iii)
- SELF-DECLARATION FORM (iv)
- (v) FOREIGN TENDERER 40% RULE (where provided)

FORM OF QUOTATION [To be completed by Tenderer]

Ω	uotation Addressed to (<i>Procuring Entity</i>)			7
	ate of Quotation			-
Qı	uotation Reference Number:			
Sı	ubject of Quotation			-
1.	We have examined and have no reservation content and intent.	ons to the Request for Quot	ation document, and unders	tand its full
2.	In compliance with your request for quotate(specify of cover and conform to our pricing listed in the Kenya Shillings	e attached in Table B. Quota	tion Submission TABLE at a t	total price of
	OR in Foreign Currency (<i>if allowed</i>), Currence	cyamount	(in words)	
3.	We confirm that we are eligible to participate 1: INSTRUCTIONS TO TENDERERS.	e in public procurement and m	neet the eligibility criteria spec	ified in Part
4.	We also confirm that the	(goods to be supplenformity with technical specif	lied) conform to the SCHE ications listed in PART 2: SCH	EDULE OF IEDULE OF
5.	We undertake to adhere by the Code of Eth available from www.ppra.co.ke during the			
6.	We confirm that the prices quoted are fixed	and firm for the duration of the	ne validity period and perform	ance of the

- 6 contract and will not be subject to revision or variation.
- The validity period of our quotation is: One Hundred and Twenty Six Days (126days) from the time and date 7. of the submission deadline (number to be same as in the instructions to Tenderers).
- We confirm we are not submitting any other Quotation as an individual or firm, and we are not participating in any 8. other Quotation as a Joint Venture member or as a subcontractor.
- We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of 9. the contract, are not subject to, and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any 10. type of Fraud and Corruption.

11.	We hereby certify and confirm that the Quotation is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Quotation Determination" attached below.
12.	We, the Tenderer, have completed fully and signed the FORM FOR DISCLOSURE OF INTEREST - interest of the firm in the Procuring Entity, attached below.
	The Delivery/Completion period offered is:days from date of acceptance of Quotation. The warranty period offered isweeks.
	Quotation Authorized by:
	Name and designation
	Signature:

i) SCHEDULE OF REQUIREMENTS TABLE

(Procuring Entity will complete the list of items to be same as those on Part 2 Table A. Schedule of Requirements and Technical Specifications and tenderer should complete columns E and F).

Item	Description conds/works/services (Procuring Entity to select one)	f Unit of Issue	Quantity	Unit price	Total Price
Α	В	С	D	E	F
1.	Tyres 9.5R 17.5	Pcs	6		

Signature:	
And seal/Stamp	
Position:	
Authorized for and on behalf of (specify name of ter	nderer)
Date	

ii) FORM FOR DISCLOSURE OF INTEREST - Interest of the Firm in the Procuring Entity.

rm?	Names of Person	Designation in Procuring Entity	the	Interest Tendere		Relationship	with
1							
2							
)	Conflict of Interest Disclosure		1				
	Type of Conflict		Disclos YES OI		the	ES provide det relationship derer	
1	Tenderer is directly or indirectly control is under common control with another						
2	Tenderer receives or has received a subsidy from another tenderer.	any direct or indirect					
3	Tenderer has the same legal repres	sentative as another					
4	Quotation has a relationship with another through common third parties, that influence the quotation of another tend decisions of the Procuring Entity regions.						
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the quotation.						
<u> </u>	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Quotation Document.						
7	Tenderer has a close business or fam professional staff of the Procuring Entindirectly involved in the preparation document or specifications of the Quotation evaluation process of such						
3	Tenderer has a close business or fam professional staff of the Procuring involved in the implementation or Contract.	nily relationship with a Entity who would be					
9	Has the conflict stemming from such item 7 and 8 above been resolved in to the Procuring Entity throughout the and execution of the Contract?						
i)	Certification						
n be	ehalf of the Tenderer, I certify that the info	rmation given above is	complete	, current a	nd ac	ccurate as at the	
ate (of submission.						
ullN	Name						

iv) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I certify, or 1. I ha 2. I ur res 3. I ar quo 4. For indi a) b)	[Name of Tenderer] do hereby make the following statements for to be true and complete in every respect: In behalf of
I certify, or 1. I ha 2. I ur res 3. I ar quo 4. For indi a) b) 5. The a)	In behalf of
 I ha I ur res I ar quo For indi b) The a) 	ave read and I understand the contents of this Certificate; inderstand that the Tenderer will be disqualified if this Certificate is found not to be true and complete in every pect; in the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the obtation on behalf of the Tenderer; it the purposes of this Certificate and the quotation, I understand that the word "competitor" shall include any ividual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who: has been requested to submit a quotation in response to this request for quotations; could potentially submit a quotation in response to this request for quotations based on their qualifications, abilities or experience; eTenderer discloses that [check one of the following, as applicable]: The Tenderer has arrived at the quotation independently from, and without consultation, communication,
 I ur res I ar quo For indi b) The a) 	nderstand that the Tenderer will be disqualified if this Certificate is found not to be true and complete in every pect; In the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the otation on behalf of the Tenderer; In the purposes of this Certificate and the quotation, I understand that the word "competitor" shall include any invidual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who: In the purposes of this Certificate and the quotation, I understand that the word "competitor" shall include any invidual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who: In the purposes of this Certificate and the quotation in response to this request for quotations; Could potentially submit a quotation in response to this request for quotations based on their qualifications, abilities or experience; Tenderer discloses that [check one of the following, as applicable]: The Tenderer has arrived at the quotation independently from, and without consultation, communication,
res 3. I ar quo 4. For indi a) b) 5. The	methe authorized representative of the Tenderer with authority to sign this Certificate, and to submit the otation on behalf of the Tenderer; The purposes of this Certificate and the quotation, I understand that the word "competitor" shall include any ividual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who: has been requested to submit a quotation in response to this request for quotations; could potentially submit a quotation in response to this request for quotations based on their qualifications, abilities or experience; e Tenderer discloses that [check one of the following, as applicable]: The Tenderer has arrived at the quotation independently from, and without consultation, communication,
4. For india a) b) 5. The a)	the purposes of this Certificate and the quotation, I understand that the word "competitor" shall include any ividual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who: has been requested to submit a quotation in response to this request for quotations; could potentially submit a quotation in response to this request for quotations based on their qualifications, abilities or experience; eTenderer discloses that [check one of the following, as applicable]: The Tenderer has arrived at the quotation independently from, and without consultation, communication,
indi a) b) 5. The a)	has been requested to submit a quotation in response to this request for quotations; could potentially submit a quotation in response to this request for quotations based on their qualifications, abilities or experience; e Tenderer discloses that [check one of the following, as applicable]: The Tenderer has arrived at the quotation independently from, and without consultation, communication,
b) 5. The	could potentially submit a quotation in response to this request for quotations based on their qualifications, abilities or experience; e Tenderer discloses that [check one of the following, as applicable]: The Tenderer has arrived at the quotation independently from, and without consultation, communication,
5. The	abilities or experience; e Tenderer discloses that [check one of the following, as applicable]: The Tenderer has arrived at the quotation independently from, and without consultation, communication,
a)	The Tenderer has arrived at the quotation independently from, and without consultation, communication,
,	
	agreement or arrangement with, any competitor; the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for quotations, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements; particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, namunication, agreement or arrangement with any competitor regarding:
	prices;
b)	methods, factors or formulas used to calculate prices;
c)	the intention or decision to submit, or not to submit, a quotation; or
d) 7. In a reg	the submission of a quotation which does not meet the specifications of the request for quotations; except as specifically disclosed pursuant to paragraph (5) (b) above; addition, there has been no consultation, communication, agreement or arrangement with any competitor arding the quality, quantity, specifications or delivery particulars of the works or services to which this request for ders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant
	paragraph (5)(b) above;
indi Cor	terms of the quotation have not been, and will not be, knowingly disclosed by the Tenderer, directly or irectly, to any competitor, prior to the date and time of the official quotation opening, or of the awarding of the ntract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to agraph (5)(b) above.

[Name, title and signature of authorized agent of Tenderer and Date]

v) **SELF-DECLARATION FORM** We, the Tenderer (insert name) submitting our Quotation in respect of Quotation (insert quotation (insert Name of Procuring Entity) Title Description) for **DECLARE AS FOLLOWS:** That, We the Tenderer including any entity or individual that directly or indirectly controls, is controlled by or is under common control with us, and any subcontractors, suppliers, project managers, consultants, manufacturers, service providers, agents, individuals, or any other party involved or to be involved for any part of the processes of procurement and contract execution related to the above quotation: have not engaged/will not engage in any corrupt or fraudulent practices in the processes of procurement and a) contract execution related to the above quotation as defined and/or described in the following: i) The RFQ for the above Quotation; Kenya's Public Procurement and Asset Disposal Act. 2015) and its attendant Regulations: ii) iii) Kenya's Anti-Corruption and Economic Crimes Act, 2013; and iv) any such other Acts or Regulations of Government of Kenya; have not offered/will not offer any inducement to any member of the board, management, staff and/or employees b) and/or agents of(Name of the procuring entity); have not engaged/will not engage in any collusive or corrosive practice with other tenderers participating in the c) subject quotation; d) have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya. That, what is deponed to herein above is true to the best of our knowledge, information and belief.

name of person duly authorized to sign the quotation]

above]

vi) CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or2(c) whichever applies 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 addressOfficial Mobile Tel No.
Alternative Tel No Email Email
Contact person Name
Nature of Business
Registration Certificate No
Maximum value of business which you can handle at any one time – Ksh
Name of your bankers
Branch
Part 2 (a) – Sole Proprietor
Your name in full Age
NationalityCountry of Origin
Citizenship details
Part 2 (b) – Partnership
Given details of partners as follows
Name Nationality Citizenship Details Shares
1
2
3
Part 2 (c) – Registered Company
Private or Public
State the nominal and issued capital of company Nominal
Ksh.
Issued Ksh.
Given details of all directors as follows
Name Nationality Citizenship Details Shares
1
2
3
4
Date Signature of Candidate

PART 2: SCHEDULE OF REQUIREMENTS

TABLE A. SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

[Tenderer to complete Column Indicating YES or No and if NO indicate the specification of the offered item]

Item No	Description of	f Goods	Unit Issue	of	Quantity	Technical Specifications (Completed by the Procuring Entity	Conformity with the Technical Specifications (to be completed by the Tenderer
1.	Tyres 9.5R 17.	5	Pcs		6	Brigestone or equivalent	
		ETC.					

TECHNICAL SPECIFICATIONS FOR WORKS/SERICES

- (a) A preliminary description of the proposed works/services and work method and schedule, including drawings and charts, as necessary, containing all required information by which the proposed works may be evaluated (e.g. technical characteristics, operational capacities, maintenance, environmental effect, etc.) together with manuals or instructions for use or any other relevant information and documentation, delivery/installation schedules, etc.;
- (b) A detailed statement of how the tenderer will carry out the works/services that will form an integral part of the Contract.

(c) **DRAWINGS**

(Procuring Entity to attach Drawings (if any)

TABLE B. SCHEDULE OF REQUIREMENTS TABLE

(Procuring Entity will complete the list of items to be same as those on Table A. Schedule of Requirements and Technical Specifications and tenderer should complete columns c-f)

Item	Description of Goods/works/services (Procuring Entity to select one)	Unit Issue	of	Quantity	Unit price	Total Price
Α	В	С		D	E	F
1.	Tyres 9.5R 17.5	Pcs		6		
TOTAL	•					

SignatureAnd seal/Stamp	
Name:	
Position:	
Authorised for and on behalf of (specify name of tenderer)	Date

PART 3: CONTRACT

i) <u>CONTRACT AGRE</u>	<u>-MENT</u>		
(1) This Contract Agreement	t is made on	(specify date).	
principal place of Business at Entity] and		complete name of Procuring Entity], and h [Insert address of P [Insert name of Supplier, or contractor or [Insert address of S	Procuring r service
(2) WHEREAS the Procurin	g Entity invited quotations for th	e Supply of Goods/works/services (sele	ect one
described in	Table	B,	i.e
			brie
description of Goods, works ar	nd Services and has accepted	a Quotation by the Tenderer in the	sum o
,	, ,	[insert Contract Price in wo	
figures] (hereinafter called "the Co	ontract Price").		

- (3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:
- 1. This Contract Agreement includes the following documents:
 - a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS
 - b) Table B. QUOTATIONSUBMISSION TABLE
 - c) FORM OF QUOTATION
 - d) Conditions of Contract
- 2. In consideration of the payments to be made by the Procuring Entity to the *Supplier/contractor/service provider* as hereinafter mentioned, the *Supplier/contractor/service provider* hereby covenants with the Procuring Entity to provide the Goods/works/services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 3. The Procuring Entity hereby covenants to pay the Supplier/Contractor/service provider (select one) in consideration of the provision of the Goods/works/services (select one) 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.
- (4) In WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya.

For and on behalf of the Procuring Entity

Signed: [insert signature]

in the capacity of [insert title or other appropriate designation]

in the presence of [insert identification of official witness]

For and on behalf of the Supplier/Contractor/Service Provider (select one)

Signed: [insert signature of authorized representative(s) of the Supplier] in the capacity of [insert title or other appropriate designation] in the presence of [insert identification of official witness]

CONDITIONS OF CONTRACT

1. Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/Contractor/Service Provider (*select one*) Provider and the Procuring Entity, shall be written in the English Language.

2. Eligibility

The goods shall have the nationality of an eligible country. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries.

3. Notices

Any notice given by one party to the other pursuant to the Contract shall be in writing.

4. Governing Law

The Contract shall be governed by and interpreted in accordance with the Laws of Kenya, unless otherwise specified hereunder.

5. Settlement of Disputes

The Procuring Entity and the Supplier/Contractor/Service (*select one*) shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If the parties have failed to resolve their dispute or difference by such mutual consultation, either the Procuring Entity or the Supplier/Contractor/Service (*select one*) may give notice to the other party of its intention to commence arbitration. The dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.

6. Supplier/Contractor/Service Provider Responsibilities

The Supplier/Contractor/Service Provider (*select one*) shall supply all the Goods included in the Schedule of Requirements.

7. Contract Price

Prices charged by the Supplier/Contractor/Service Provider (*select one*) under the Contract shall not vary from the prices quoted by the Supplier/Contractor/Service Provider (*select one*) in its quotation.

8. Terms of Payment

The Contract Price shall be paid One hundred (100) percent of the Contract Price as follows (select one):

(i) For Goods, price of goods received upon submission of a claim/invoice supported by the acceptance certificate issued by the Procuring Entity.

- (ii) For Works, upon valuation by the Contractor of the portion of the works completed, such valuation to be accepted by the Procuring Entity, payments up to final completion certificate.
- (iii) For Services, upon valuation by the Service Provider of the services completed, such valuation to be accepted by the Procuring Entity, payments up to final completion certificate

9. Inspections and Tests

The Supplier/Contractor/Service Provider (*select one*) shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods, works or Services to confirm their conformity to technical specifications.

10. Warranty

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.

ii) FORM NO 8 – BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)
--

Tender Refere	ence No		[insert identification no]						
Name of the	he Tender	Title/Description		[insert	name	of	the	assignmen	
to:			insert complete	name o	f Procur	ing E	Entity]	1	
award] to furn	nish additiona	nent in your notificatior I information on benefi t are not applicable]							

I) We here by provide the following beneficial ownership information.

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights, a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)		
1.	Full Name National identity card number or Passport	%%	Directly of voting rights	Having the right to appoint a majority of the board of the directors or an	Exercises significant influence or control over the Company		
	number			equivalent	body of the		
	Personal Identification Number (where applicable)	Indirectly %	Indirectly% of voting rights	governing body of the Tenderer: Yes - No	Company (tenderer)		
	Nationality	of shares					

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights, a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Date of birth [dd/mm/yyyy]			2. Is this right held directly or indirectly?:	YesNo
	Postal address Residential address Telephone number			Direct	Is this influence or control exercised directly or indirectly?
	Occupation or profession			Indirect	Direct
					Indirect
2.	Full Name National identity card number or Passport number Personal Identification Number (where applicable) Nationality(ies) Date of birth [dd/mm/yyyy] Postal address Residential address Telephone number Email address Occupation or profession	Directly % of shares Indirectly % of shares	Directly% of voting rights Indirectly% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: YesNo 2. Is this right held directly or indirectly?: Direct	1. Exercises significant influence or control over the Company body of the Company (tenderer) YesNo 2. Is this influence or control exercised directly or indirectly? Direct

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights, a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	directly or indirectly exercises significant influence or control over the Company
3.					
e.t.					

- II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.
- III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:
 - (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
 - (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
 - (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
 - (d) Exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein	above is true to the	best of my knowle	edge, information	and belief
Name of the Tenderer:	*linse	ert complete name o	of the Tendererl	

Tendere	er	 •		authorized		_						
Designa signing		_	ning th	e Tender:				[Insert co	mplete	e title of t	he pe	rson
•		rson nam own abov		ve:			. [Insert	signature	e of pe	erson who	ose n	ame
Date thi	S	 [Inse	rt date (of signing] da	y of			[Insert mo	onth], [insert ye	ar]	

Bidder Official Stamp

Wildlife Research and Training Institute
Kenyatta Avenue, Naivasha Town, Nakuru County
Po Box 842 - 20117 Naivasha
Telephone No. +254700000321
Email: wrti@wrti.go.ke Website: www.wrti.go.ke