



**GEOHERMAL DEVELOPMENT COMPANY LTD**

**P.O. Box 100746 – 00101**

**NAIROBI, KENYA**

**Tel: 0719036000/0719037000**

**Website: [www.gdc.co.ke](http://www.gdc.co.ke)**

**TENDER FOR SUPPLY OF BIOMETRICALLY  
CONTROLLED SMART CARD TECHNOLOGY  
FOR A PERIOD OF TWO (2) YEARS**

**GDC/HR/OT/006/2017:2018**

**CLOSING DATE AND TIME: 29<sup>th</sup> SEPTEMBER, 2017 AT  
2:00PM**

# TABLE OF CONTENTS

	Page
<b>SECTION I</b>	<b>INVITATION TO TENDER..... 3</b>
<b>SECTION II</b>	<b>INSTRUCTIONS TO TENDERERS..... 4</b>
	<b>APPENDIX TO INSTRUCTIONS TO TENDERERS..... 18</b>
<b>SECTION III</b>	<b>GENERAL CONDITIONS OF CONTRACT..... 26</b>
<b>SECTION IV</b>	<b>SPECIAL CONDITIONS OF CONTRACT..... 31</b>
<b>SECTION V</b>	<b>SCHEDULE OF REQUIREMENTS..... 33</b>
<b>SECTION VI</b>	<b>DESCRIPTION OF SERVICES &amp; TECHNICAL SPECIFICATIONS..... 33</b>
<b>SECTION VII</b>	<b>SCHEDULE OF PRICES... .. 38</b>
<b>SECTION VIII</b>	<b>STANDARD FORMS..... 39</b>

## **SECTION I: INVITATION TO TENDER**

**TENDER REF NO: GDC/HR/OT/006/2017:2018**

### **TENDER DESCRIPTION: TENDER FOR SUPPLY OF BIOMETRICALLY CONTROLLED SMART CARD TECHNOLOGY FOR A PERIOD OF TWO (2) YEARS**

The **Geothermal Development Company Ltd** invites sealed bids from eligible candidates for Supply of Biometrically Controlled Smart Card Technology.

Interested eligible candidates may obtain further information and inspect the tender document from the office of Manager, Supply Chain at Kawi House Office, located at South C Bellevue, Off Mombasa Road, Red Cross Road between 9.00am and 4.00pm during weekdays. An electronic copy of the tender document may be obtained by interested firms upon payment of a non-refundable fee of Kshs. 1000 payable to our accounts office in cash or bankers cheque.

The document can also be viewed and downloaded from the website [www.gdc.co.ke](http://www.gdc.co.ke) or <http://supplier.treasury.go.ke> free of charge or at no cost. Bidders who download the tender document from the website **MUST** forward their particulars immediately for records and any further tender clarifications and addenda

An electronic copy of the tender document may be obtained by interested firms upon payment of a non-refundable fee of Kshs. 1000 payable to our accounts office in cash or bankers cheque. The document can also be viewed and downloaded from the website [www.gdc.co.ke](http://www.gdc.co.ke) or <http://supplier.treasury.go.ke> free of charge or at no cost. Bidders who download the tender document from the website **MUST** forward their particulars immediately for records and any further tender clarifications and addenda.

Tenders **MUST** be accompanied by an original tender security of **Ksh 200,000** in the form specified in the tender document.

**There will be a pre-bid conference to be held at GDC Kawi House, Nairobi Office on the 18<sup>th</sup> September, 2017 at 10.00am. Bidders who wish to attend the pre-bid conference should visit ground floor kawi house offices at 9.00am for any queries/clarification during the conference meeting.**

The completed tenders in plain sealed envelopes clearly marked with Tender No. and Tender reference name; shall be addressed to:

The Managing Director& CEO  
Geothermal Development Company Ltd (GDC)  
P.O. Box 100746 – 00101  
**NAIROBI, KENYA**

And deposited in the tender box at Kawi House Office Ground floor located at South C Bellevue, Off Mombasa Road, Red Cross Road, Not later than **29<sup>th</sup> September, 2017 at 2.00Pm (1400Hrs.)**

Prices quoted should be inclusive of all taxes and price quoted must be in Kenya Shillings and shall remain valid for **(120) days from the closing date of the tender.**

Tenders will be opened immediately thereafter in the presence of the tenderers' or their representatives who choose to attend at GDC Kawi House Board Room.

Late tenders will not be accepted.

**MANAGER, SUPPLY CHAIN**

## SECTION II – INSTRUCTIONS TO TENDERERS

### 2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### 2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be Ksh 1,000.00 or **free of charge for bidders that download the document from**
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge.

### 2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract

- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration of Undertaking not to engage in corrupt practice

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

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

2.4.2. The procuring entity 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

## **2.5 Amendment of documents**

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, 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 issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

## **2.6 Language of tender**

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. 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.

## **2.7 Documents Comprising the Tender**

The tender prepared by the tenderer shall comprise the following components:

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

## **2.8 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## 2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers

## 2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## 2.12 Tender Security

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

2.12.2 The tender security shall be in the amount of **Ksh. 200,000**

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.



b) Such insurance guarantee approved by the Authority.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.8 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) To sign the contract in accordance with paragraph 2.26

**or**

(ii) to furnish performance security in accordance with paragraph 2.27.

(c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity 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 2.12 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.

## 2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

## 2.15 Sealing and Marking of Tenders

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

The inner and outer envelopes shall:

(a) Be addressed to

The Managing Director,  
Geothermal Development Company Ltd (GDC)  
P.O. Box 100746 – 00101  
**NAIROBI, KENYA**

(b) Bear, **SUPPLY OF BIOMETRICALLY CONTROLLED SMART CARD TECHNOLOGY.**", and the statement: **“DO NOT OPEN BEFORE 29<sup>th</sup> SEPTEMBER, 2017 at 2.00pm (1400hrs).**

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Friday 29<sup>th</sup> September, 2017 at 2.00pm (1400hrs).**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17 Modification and withdrawal of tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Friday 29<sup>th</sup> September 2017 at 2.00pm (1400hrs)** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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 Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity 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 shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be

forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity 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 Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a single currency**

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## **2.22 Evaluation and comparison of tenders.**

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

**2.23. Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## **2.24 Award of Contract**

### **a) Post qualification**

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **b) Award Criteria**

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer 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.

2.24.4 The procuring entity 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 procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

## **2.25 Notification of award**

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

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

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

## **2.27 Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, 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 Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.



## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

## APPENDIX TO INSTRUCTIONS TO THE 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*

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.1.1	The tender is eligible to all Providers of Biometrically Controlled Smart Card Technology.
2.2.1	<p>An electronic copy of the tender document may be obtained by interested firms upon payment of a non-refundable fee of Kshs. 1000 payable to our accounts office in cash or bankers cheque.</p> <p>The document can also be viewed and downloaded from the website <a href="http://www.gdc.co.ke">www.gdc.co.ke</a> or <a href="http://supplier.treasury.go.ke">http://supplier.treasury.go.ke</a> free of charge or at no cost. Bidders who download the tender document from the website <b>MUST</b> forward their particulars immediately to <a href="mailto:procurement@gdc.co.ke">procurement@gdc.co.ke</a> for records and any further tender clarifications and addenda</p>
2.4.1	<p>A prospective tenderer requiring any clarification of the tender document may notify GDC in writing (email in PDF format or by facsimile) at the following address:</p> <p>One copy to: -</p> <p>Manager, Supply Chain Geothermal Development Company Limited, Kawi House, South C P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: <a href="mailto:procurement@gdc.co.ke">procurement@gdc.co.ke</a> <a href="mailto:dkyaka@gdc.co.ke">dkyaka@gdc.co.ke</a> &amp; <a href="mailto:pkapto@gdc.co.ke">pkapto@gdc.co.ke</a></p> <p>And one copy to: -</p>

	<p>General Manager, Human Resource &amp; Administration  Geothermal Development Company Limited,  P.O. Box 100746 – 00101  <b>NAIROBI, KENYA</b>  E-mail: <a href="mailto:skiplagat@gdc.co.ke">skiplagat@gdc.co.ke</a></p> <p><b>NB:</b> Any request for clarification must be in the firm’s letterhead and signed, and must be in reference to the specific parts of the tender document properly numbered. GDC will respond in writing (e-mail in PDF format) to any request for clarification received at least seven (7) days prior to the deadline for the submission of tenders.</p>
2.9.1	Prices indicated on the Price Schedule shall be the cost of the services quoted including VAT and all other taxes payable.
2.10.1	The price quoted shall be in Kenya Shilling
2.12.1	The tenderer shall furnish a tender security in the amount of <b>Ksh 200,000</b> in the form of insurance/bank guarantee valid for a period of 150 days from the date of tender opening.
2.13.1	The tender validity period is <b>120 days</b> from the date of tender opening. A tender valid for a shorter period shall be considered as non-responsive and <b><u>shall be rejected</u></b> .
2.14.1	The tenderer shall submit one original and two copies of sealed bid document.
2.16.1	The tender closing date is; <b>on Friday 29<sup>th</sup> September, 2017 at 2.00 Pm</b>
2.22.1	In the Preliminary Evaluation Stage; The below requirements will be assessed to determine a firms responsiveness
2.24.1	<p>In the technical evaluation stage, only bidders who have been found responsive at the preliminary stage will be evaluated on the below specified parameters:</p> <p><b>Technical evaluation (based on scoring) 80Points pass mark</b></p> <p>Bids responsive at the technical evaluation stage will be evaluated at the financial stage. The bids will be checked for costing of all items and payment terms. The lowest</p>

	evaluated tender will be recommended for award.
2.25.1	The unsuccessful tenderers will be notified on the outcome of the tender at the same time the successful tenderer is notified.
2.27.1	The performance security shall be <b>10% of the annual contract value in the form of a bank guarantee from a local bank.</b>

## **TENDER EVALUATION CRITERIA**

Stages of evaluation:

A) **Mandatory requirements** will determine the satisfactory responsiveness of a Tenderer, failure to meet any of these set requirements as noted hereunder will render a tender non responsive and will automatically be disqualified/not proceed for Technical Evaluation.

B) **Technical Evaluation:** Only firms who will attain an overall score of **80marks** in the technical evaluation will have their financial proposals evaluated.

C) **Financial Evaluation:** Tenderers **MUST** quote for the schedule in completeness in order to be considered responsive. The bids will be checked for costing of all items and payment terms. The lowest evaluated tender will be recommended for award.

### **A: MANDATORY REQUIREMENTS**

Submit copies of the following **MANDATORY** documents (Yes/No)

<b>No.</b>	<b>Requirement</b>	<b>Yes</b>	<b>No</b>
1.	Dully filled, Signed & Stamped Tender Form & Price Schedules		
2.	Original Tender Security in the amount of Ksh 200,000 valid for a period of 150 days from the date of tender opening.		
3.	Attach a copy of Certificate of Incorporation/Registration in Kenya		
4.	Submit Tax Compliance Certificate valid at the time of opening. The validity shall be confirmed from tax checker.		
5.	Duly filled and signed Confidential Business Questionnaire		
6.	The supplier owns and maintains the smart card reader and associated hardware. Provide a dully signed & stamped Manufacturer/dealer Authorization Certificate. GDC shall verify the authenticity of the Certificate.		
7.	Dully filled, signed & stamped declaration of undertaking not to engage in corrupt fraudulent practice		

## B: SCHEDULE TECHNICAL/SERVICE REQUIREMENTS EVALUATION

No.	Description of Criteria.	Requirements	Max. Score	Remarks
1.	<b>NETWORK &amp; INFRASTRUCTURE</b>	<p>i) Smart card infrastructure in medical service providers across the country <b>(10mks)</b></p> <ul style="list-style-type: none"> <li>• The solution must be in use and operational in up to 800 healthcare service providers including hospitals, clinics, pharmacies, dentists, opticians, specialists, doctors and diagnostic centers. <b>Provide a list, contact person and address for GDC verification for up to 800 clients)</b> <ul style="list-style-type: none"> <li>- <b>800 list and above - (10) mks</b></li> <li>- <b>500 list – 800 (5mks)</b></li> <li>- <b>500 list and below – (3) mks</b></li> </ul> </li> </ul> <p>ii) Smart card system is operational with smart points across the counties; <b>(10mks)</b></p> <ul style="list-style-type: none"> <li>• The smart card system should be present and operational preferably in the headquarters of all the 47 counties (provide a list of clients with contacts and address for GDC verification in all the 47 counties). Tenderers should provide evidence of services across the entire 47 counties           <ul style="list-style-type: none"> <li>- List from all the 47 counties – <b>(10mks)</b></li> <li>- List with 30 - 46 counties – <b>(5mks)</b></li> <li>- List of below 30 counties – <b>(3mks)</b></li> </ul> </li> </ul> <p>iii) And in at least twenty five (25) counties including Nairobi, Nakuru and Naivasha <b>(10mks)</b></p> <p>Provide reference letters from (25) number of clients in atleast twenty five counties <b>(Reference letters).</b></p>	<b>40mks</b>	

		<ul style="list-style-type: none"> <li>- Twenty five (25) reference letters and above - <b>(10mks)</b></li> <li>- Less than twenty five (25) reference letters <b>(5mks)</b></li> </ul> <p>iv) Already operational infrastructure in Kenya <b>(10mks)</b></p> <ul style="list-style-type: none"> <li>- The solution must have been in use by at least five (5) similar organizations for over a period of at least five (5) years with an in-house managed medical scheme. Provide five (5) copies of contract <b>(10mks)</b></li> </ul>		
2.	Technical support personnel / professional qualification	<p>Provision of at least four (4) No. of signed certified CVs and copies of relevant certificates and recommendation letters for the below;</p> <p><b>i) Project Manager;</b></p> <ul style="list-style-type: none"> <li>- Academic Qualification – Graduate from relevant discipline <b>(2.5mks)</b>.</li> <li>- Experience – Must have handled similar project/assignment with an experience of not less than five (5) years <b>(2.5mks)</b></li> </ul> <p><b>ii) IT / Engineering Graduate;</b></p> <ul style="list-style-type: none"> <li>- Academic Qualification – IT/Computer Engineering Graduate <b>(2.5mks)</b></li> <li>- Experience – Must have handled similar project/assignment with an experience of not less than five (5) years <b>(2.5mks)</b></li> </ul> <p><b>iii) IT graduate;</b></p> <ul style="list-style-type: none"> <li>- Academic Qualification – IT/Computer Engineering Graduate <b>(2.5mks)</b></li> <li>- Experience – Must have handled similar project/assignment with an experience of not less than three (3) years <b>(2.5mks)</b></li> </ul>	<b>20mks</b>	

		<p><b>iv) IT diploma;</b></p> <ul style="list-style-type: none"> <li>- Academic Qualification – Diploma in IT or related discipline <b>(2.5mks)</b></li> <li>- Experience – Must have handled similar project/assignment with an experience of not less than two (2) years <b>(2.5mks)</b></li> </ul>		
3.	Technical Features/Capabilities	<p>Provide detailed technical features/capability of the <b>In house Medical Scheme Administration System and Smart Card Technology using Biometric Based Solution</b> as outlined in the Technical requirements section including its reporting capabilities and the benefits to GDC to address the following but not limited to; <b>(10mks)</b></p> <ul style="list-style-type: none"> <li>i) Exclusions under dental and optical</li> <li>ii) Ability to Generate Reports</li> <li>iii) Accessibility and security of the system</li> <li>iv) Benefits to GDC</li> </ul>	<b>10 mks</b>	
4.	Integration	<p>Provide proof of carrying out integration with SAP Medicare and hospital system;</p> <ul style="list-style-type: none"> <li>- Ability to Build an API that will link to GDC SAP Medicare System.</li> </ul> <p><b>(Provide at least three letters of recommendation letter for assignment carried out in the last five (5) years)</b> <b>(5mks for each letter)</b></p>	<b>(15mks)</b>	
5.	Project Implementation	<ul style="list-style-type: none"> <li>• Should provide project implementation and completion timeline <b>within 60 days period after contract signing (Provide a work plan/schedule) (5mks)</b></li> <li>• Should provide User training and Training of trainers <b>(training proposal) (5mks)</b></li> </ul>	<b>10mks</b>	
6.	Support & Maintenance	<p>Provide System Support &amp; Maintenance;</p> <ul style="list-style-type: none"> <li>• Provide adequate and reliable system support and maintenance distributed across the 47 counties. <b>(Provide a sample SLA) (5mks)</b></li> </ul>	<b>(5mks)</b>	
	<b>Total Marks</b>		<b>100mks</b>	



**NB:** The minimal qualifying technical score will be **80 points**. Only bidders that meet the minimum score will have their financial proposals evaluated.

NB: Please note that the authenticity of the above documents provided **SHALL** be verified with the relevant authority and any forgery or false presentation in any one of the above shall lead to automatic disqualification and render the tenderers bid non-responsive. Note that you may be required to produce original Certificates for ease of verification. GDC reserves the right to **carryout due diligence to verify the accuracy of information provided without notifying the tenderer.**

### **C) Financial Evaluation**

Tenderers **MUST** quote for the schedule in completeness in order to be considered responsive. The bids will be checked for costing of all items and payment terms. The lowest Evaluated tender per complete schedule will be recommended for award to provide the biometrically controlled smart card technology for a period of two (2) years.

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity 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 services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

### **3.3 Standards**

- 3.3.1 The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements

### **3.5 Patent Right’s**

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

### **3.6 Performance Security**

Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

a) A bank guarantee.

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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 Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Payment**

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

### **3.9 Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.10 Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

### **3.10 Termination for Default**

The Procuring entity 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 provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

### **3.12 Termination of insolvency**

The procuring entity may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13 Termination for convenience**

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15 Governing Language**

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.16 Force Majeure**

The contractor 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.

### **3.17 Applicable Law.**

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

### **3.18 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
<b>3.1 Definitions</b>	The Purchaser is The Managing Director, Geothermal Development Company Ltd (GDC), 4 <sup>th</sup> Floor, Kawi House, Tel: 0719715777/8, 0733602260, P.O Box 100746 – 00101, NAIROBI, KENYA, and includes its legal representatives, successors or assigns.
<b>3.2 Application</b>	The following Special Conditions of Contract shall supplement the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract
<b>3.6 Performance Security</b>	The Performance Security shall be in the <b>amount of 10% of the Contract Price from Local Bank</b> . The Performance security will be cashed if the tenderer shall not deliver the materials as per delivery period indicated in the Schedule of Requirements.
<b>3.8 Payment</b>	GDC payment terms are within 30 days upon the receipt of certified invoices and delivery notes confirming that the invoiced materials and services has been delivered and performed in accordance with the contract.
<b>3.9 Prices</b>	Prices shall be fixed during the Supplier’s performance of the Contract. Variation if approved will be based on the prevailing consumer price index from the Kenya Bureau of Statistics or the monthly inflation rate issued by the Central Bank of Kenya.
<b>3.14 Resolution of Disputes</b>	If any dispute or difference of any kind arises between the Parties in connection with this Agreement or the breach, termination or validity hereof (a “Dispute”) it shall be referred to arbitration under the Arbitration Act, 1995 and it is hereby agreed that; (a) The seat of the arbitration shall be Nairobi,

	<p>Kenya;</p> <p>(b) There shall be a panel of three (3) arbitrators. Each Party shall appoint one arbitrator and the third who shall be the chairman who shall be appointed by the Institute of Chartered Arbitrators Kenya Chapter. Provided that any person who has existing or prior relationship with either Party shall not be eligible for appointment as an arbitrator except with the consent of both Parties.</p> <p>(c)The language of the arbitration shall be English;</p> <p>(d)The award rendered shall apportion the costs of the arbitration;</p> <p>(e)The award shall be in writing and shall set forth in reasonable detail the facts of the Dispute and the reasons for the tribunal’s decision</p>
<p><b>3.18 Notices</b></p>	<p>For the Purchaser:  The Managing Director &amp; CEO  Geothermal Development Company Ltd (GDC)  4TH FLOOR, KAWI HOUSE  Tel: 0719037000  P.O Box 100746 – 00101  NAIROBI, KENYA</p>



## **SECTION V – TECHNICAL SPECIFICATIONS FOR MEDICAL SCHEME ADMINISTRATION SYSTEM AND SMART CARD TECHNOLOGY USING BIOMETRIC BASED SOLUTION.**

### **1.0. INTRODUCTION**

Geothermal development company (GDC) has in place an in house medical scheme that serves all staff and their eligible dependents spread across all the forty seven (47) counties.

Human Resource & Administration Division have been managing the in-house Medical Scheme with contracted Medical Service Providers located across the Company's operation areas and major towns.

The main objective of this scheme is to keep healthy workforces who are capable of discharging their duties effectively so as to enable the company to meet its mandate.

The Company has since inception provided Medical booklets to staff and their dependents which they use during visits to the Medical service providers.

The scheme currently covers a total of 1164 (one Thousand one Hundred and sixty four) employees and 2531(two thousand five hundred and thirty one dependents' with projection of additional fifty (50) dependents annually.

### **2.0. CURRENT SITUATION**

The division of Human resource and administration is currently administering the in-house scheme which gives maximum benefits to the staffs and their eligible dependants.

To ensure accountability in the scheme the HR&A division has put in place the following control measures;

- Use of medical booklet for identification of beneficiaries in the hospitals.

- Contract agreements with various Msps to offer services to staff and their dependants
- Introductory letter of undertaking in case of in-patient treatment.
- Manual processing of invoices upon receipt and verification by the company.

### **3.0. CURRENT CHALLENGES**

This system has served the company fairly well in the past; however, it is currently experiencing lots of administrative challenges which should be addressed considering that the investment in the scheme is a direct cost to the company. The current challenges include:

- Identification of bonafide medical scheme beneficiaries.
- Administration of the scheme.
- Lack of timely Management Information Systems.
- On time information on costs of medical services for individual employees such as display of updated member balances before treatment to avoid over expenditure.
- Delay in delivery of medical bills (invoices) from service providers.

### **4.0. BIOMETRIC SMART CARDS**

GDC intends to use biometrically controlled smart card technology from eligible service providers for use in the management of the in- house medical scheme.

- The system shall manage the current medical expenditure (IN &OUT PATIENT) that is incurred by the employees
- Efficiently and seamlessly manage the in-house medical scheme.

### **5.0. TECHNICAL SPECIFICATIONS**

- The supplier of the Smart Card system is expected to have in place hardware and software application for management of medicare system.
- The Supplier shall maintain its own platform and build an interface with the GDC SAP Medicare system and all GDC appointed Medical Service Providers.

- The Supplier will install the system at all the identified health care service providers registered in the Medicare scheme.
- The supplier will meet the cost of maintaining the operations of the system.

## **6.0. MINIMUM BASIC TECHNICAL REQUIREMENTS**

- 1) The successful bidder should have the capacity to install adequate card readers at the GDC appointed Medical service providers.
- 2) The system should be able to support itemized and differential billing taking into account negotiated rates with various medical service providers
- 3) The proposed system must have the capability of operating either in Open Source or MS Windows and interact with various medical service providers' systems (interoperability)
- 4) The system supplier should provide both technical and functional support 24hrs for the contract period.
- 5) The system should be able to send the total bill via Mobile Phone sms alert to the principal member whenever the member or dependants has been attended
- 6) Indicate ability to handle NHIF rebate processing
- 7) Ability for verification of member benefits before service is offered to avoid over expenditure. In case a staff have exceeded their entitlements authority will be sought from the Medicare Administrator.
- 8) Provide Service Level Agreement for the period of the contract to cover maintenance support, upgrades and patching of the system.
- 9) Include a training Plan for medicare users, IT technical support staff,

Medicare section staff, Finance at the provider cost. The training will at GDC Naivasha Office

- 10) The system should be able to match growing volumes in terms of staff and their dependants.
- 11) The bidder is expected to give detailed technical description/Solutions on how each of the above requirements will be addressed.
- 12) Implement the project within sixty days after the date of signing of the contract

#### 7.0. **SPECIFIC ATTRIBUTES**

The Biometric smart card Solution should have the following attributes:-

- 1) Capability to carry member and beneficiaries details including member names, Staff number, ID/Passport Number, clients photo, job grades or category, patient medical record which can be displayed to the staff and at the point of as provided by the Company.
- 2) Guaranteed Member identification and authentication at the point of service by using a finger print as a principal identifier.
- 3) Have the ability to verify member benefits before service, check off payments, reflect the balance after deduction in real time and generation of member statements that GDC may need.
- 4) Ability to update GDC medical scheme membership listing in real time on receipt from GDC.
- 5) Provide electronic bills delivery from healthcare provider sites in real time to GDC.
- 6) Lock the smart card identification on the first visit to the healthcare provider and can only be altered or removed with instructions from the Company.

- 7) Capacity to top up benefits allocations to member accounts and adjust Member's entitlement.
- 8) Have the capacity to seamlessly manage multiple medical benefits as provided in the Medicare Scheme policy.
- 9) Provide online management information system to capture member reports to reflect balances, expenditure utilization trends and over expenditure. The report should be quarterly.
- 10) Facilitate accessing the benefit and provide categorization as per defined employee grade as advised by the Company.
- 11) Ensure security of data during transmission between point of service and GDC Medicare Administrator.
- 12) Provide for invoice processing that allows vetting to include member and beneficiary name , staff number and the Medical Service provider
- 13) Have an automated age limit drop-off where age limits for children are set at the 25<sup>th</sup> birthday.
- 14) Have Integration capability with the SAP Medicare Module and Medical service providers Systems.
- 15) Have the ability to generate and print reports on request and export them in Excel and PDF formats to the Medicare Administrator.
- 16) In case of an emergency where a member has exhausted their benefit the MSP shall provide the service and invoice the company.
- 17) Demonstrate capacity to prevent and manage medical fraud
- 18) Ability to deactivate Member's account upon separation from the Company on the advice of GDC.

## SECTION: VI PRICE SCHEDULE

The bidders are required to provide their price breakdown as per schedules below;

No.	Item Description	UOM	Quantity	Total Price
1.	Supply smart cards (Printed & Loaded with Data)			
2.	Integrate the application with the SAP Medicare Module and hospital systems			
3.	Training to cover for GDC Staff	No.	30	
4.	Annual maintenance costs (Recurring costs Per year)			
	Grand Total Cost Incl of 16% VAT per year			
	Grand Total Cost Incl of 16% VAT for two (2) years transferred to tender form			

### NB:

v) **ALL Prices quoted must be inclusive of 16% VAT**

vi) Provide a separate schedule to include unit cost of card replacement for defaced/lost card inclusive of 16% VAT.

### **No correction of arithmetic errors.**

The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

**Tenderer's Name (Company)** \_\_\_\_\_

**Signature & Rubber stamp:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **SECTION VIII- STANDARD FORMS**

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## 8.1 FORM OF TENDER

Date\_\_\_\_\_

Tender No.\_\_\_\_\_

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers]*, the of which is hereby duly acknowledged, we, the undersigned, offer to provide. *[description of services]* 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* *[In the capacity of]*  
Duly authorized to sign tender for and on behalf of \_\_\_\_\_



## 8.2 CONTRACT FORM

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_\_ 20\_\_\_ between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

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 Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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 Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

### 8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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.

<p>Part 1 General</p> <p>Business Name .....</p> <p>Location of Business Premises .....</p> <p>Plot No, ..... Street/Road.....</p> <p>Postal address ..... Tel No. .... Fax Email.....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs. ....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
--

<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full..... Age.....</p> <p>Nationality..... Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																				
<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>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. ....	.....	.....	.....																	
<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>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. ....	.....	.....	.....																	
<p>Date..... Signature of Candidate.....</p>																				

## 8.4 TENDER SECURITY FORM

Whereas .....[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender ] for the provision of .....

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](hereinafter called “the Bank”)are bound unto.....

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of .....

for which payment well and truly to be made to the said Procuring entity, 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 Procuring entity 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 Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition \_\_\_\_\_ or \_\_\_\_\_ conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above \_\_\_\_\_ date.

\_\_\_\_\_  
[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

**8.5 PERFORMANCE SECURITY FORM**

To: .....

[name of the Procuring entity]

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 services](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 figures],*

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits \_\_\_\_\_ of .....  
*[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of 20

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

*(Amend accordingly if provided by Insurance Company)*

## 8.6 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]* .....

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

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

---

*[signature for and on behalf of manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

