



**TENDER FOR PROVISION OF REPAIR AND
MAINTENANCE OF GDC OFFICES FOR A
PERIOD OF TWO (2) YEARS UNDER
FRAMEWORK AGREEMENT.**

GDC/PM/OT/022/2018:2019

**CLOSING DATE AND TIME: 4TH FEBRUARY,
2019 AT 2.00PM.**

**Geothermal Development Company
Ltd (GDC)
P.O. Box 100746-00101
NAIROBI
Tel: +254 719 036000;
020 2427516
Website: www.gdc.co.ke**

TABLE OF CONTENTS

| | Page |
|--------------------|--|
| SECTION I | INVITATION TO TENDER..... 3 |
| SECTION II | INSTRUCTIONS TO TENDERERS..... 6 |
| | APPENDIX TO INSTRUCTIONS TO TENDER 17 |
| SECTION III | GENERAL CONDITIONS OF CONTRACT..... 32 |
| SECTION IV | SPECIAL CONDITIONS OF CONTRACT..... 38 |
| SECTION V | PRICE SCHEDULE..... 40 |
| SECTION VI | STANDARD FORMS..... 63 |

SECTION I: INVITATION TO TENDER

DATE: 15/01/2019

TENDER NAME: TENDER FOR PROVISION OF REPAIR AND MAINTENANCE SERVICES OF GDC OFFICES FOR A PERIOD OF TWO (2) YEARS UNDER FRAMEWORK AGREEMENT.

TENDER NO.: GDC/PM/OT/022/2018:2019

- 1.1 The Geothermal Development Company Limited invites sealed bids from eligible candidates for the **Provision of Repair and Maintenance Services of GDC Offices for a Period of Two (2) Years Under Framework Agreement.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents 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.
- 1.3 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 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 immediately for records and any further tender clarifications and addenda to address provided at appendix to instruction to tenderers.
- 1.4 Tenders **MUST** be accompanied by a **Tender Security of Ksh 100,000 in the form of an insurance or bank guarantee in the format provided in the tender document.**
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender name and tender reference number and be deposited in the Tender Box at GDC Kawi House Office Ground Floor, located at South C Bellevue ,Off Mombasa Road, Red Cross Road, or be addressed to;

**THE MANAGING DIRECTOR,
GEOTHERMAL DEVELOPMENT COMPANY LTD (GDC)
P.O. BOX 100746 – 00101
NAIROBI, KENYA.**

So as to be received on or before **Monday 4th February, 2019 at 2.00pm (1400Hrs)**

- 1.6 Prices quoted per full schedule should be inclusive of all taxes & delivery costs and must be in Kenya Shillings or an easily convertible currency and shall remain valid for 120 days.

1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at GDC Kawi House Office Ground Floor boardroom.

PRE-BID MEETING

1.8 There will be a pre-bid meeting held on **25th January, 2019 at 10.00am** at GDC Kawi house ground floor boardroom. Bidders are required to converge by 9.30am at boardroom.

1.9 Late Tenders will be not opened and accepted.

MANAGER, SUPPLY CHAIN

SECTION II – INSTRUCTIONS TO TENDERERS

| TABLE OF CONTENTS. | | Page |
|--------------------|---|------|
| 2.1 | Eligible Tenderers | 6 |
| 2.2 | Cost of tendering | 6 |
| 2.3 | Contents of tender documents | 7 |
| 2.4 | Clarification of Tender documents | 7 |
| 2.5 | Amendment of tender documents | 8 |
| 2.6 | Language of tenders | 8 |
| 2.7 | Documents comprising the tender | 8 |
| 2.8 | Form of tender | 9 |
| 2.9 | Tender prices | 9 |
| 2.10 | Tender currencies | 9 |
| 2.11 | Tenderers eligibility and qualifications | 9 |
| 2.12 | Tender security | 10 |
| 2.13 | Validity of tenders | 11 |
| 2.14 | Format and signing of tenders | 11 |
| 2.15 | Sealing and marking of tenders | 12 |
| 2.16 | Deadline for submission of tenders | 12 |
| 2.17 | Modification and withdrawal of tenders | 12 |
| 2.18 | Opening of tenders | 13 |
| 2.19 | Clarification of tenders | 14 |
| 2.20 | Preliminary Examination | 14 |
| 2.21 | Conversion to other currencies | 15 |
| 2.22 | Evaluation and comparison of tenders | 15 |
| 2.23 | Contacting the GDC | 16 |
| 2.24 | Post-qualification | 17 |
| 2.25 | Award criteria | 17 |
| 2.26 | Procuring entities right to vary quantities | 17 |
| 2.27 | Procuring entities right to accept or reject any or all tenders | 17 |
| 2.28 | Notification of award | 18 |
| 2.29 | Signing of Contract | 18 |
| 2.30 | Performance security | 19 |
| 2.31 | Corrupt or fraudulent practices | 19 |

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. GDC 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 GDC 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 GDC, 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 **Kshs. 1,000.00 or free of charge for bidders that download from GDC Website or PPIP portal.**

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) Declaration of undertaking
- 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 GDC in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The GDC 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 GDC. 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 GDC 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 GDC, 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 GDC, 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 GDC, 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 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the GDC 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 in 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 GDC 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 A tender security in the amount of Ksh 100,000

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

2.12.3 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.

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

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

2.12.6 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.

2.12.7 The tender security may be forfeited:

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

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

(i) to sign the contract in accordance with paragraph 30

or

(ii) to furnish performance security in accordance with paragraph 31.

(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 GDC, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the GDC as nonresponsive.

2.13.2 In exceptional circumstances, the GDC 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 GDC at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE **Monday 4th February 2019 at 2:00pm**”

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 GDC 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 GDC at the address specified under paragraph 2.15.2 no later than **Monday 4th February, 2019 at 2:00pm**

2.16.2 The GDC 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 GDC 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 GDC 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 GDC 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 GDC 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 GDC 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 GDC will open all tenders in the presence of tenderers' representatives who choose to attend, at **2:00pm, Monday 4th February 2019** 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 GDC, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The GDC 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 GDC 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 GDC in GDC 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 GDC 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 GDC 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 GDC 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. GDC 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 GDC 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 GDC 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 GDC 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 GDC 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 22.3 the following evaluation methods will be applied:

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

The GDC requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than GDC 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 GDC 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 GDC

2.23.1 Subject to paragraph 2.19, no tenderer shall contact GDC 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 GDC 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, GDC 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 GDC 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 GDC 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 GDC 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 GDC 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 GDC action. If GDC determines that none of the tenderers is responsive; GDC 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 GDC 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 31, GDC 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 GDC notifies the successful tenderer that its tender has been accepted, GDC 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 GDC.
- 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 GDC, 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 GDC.
- 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 GDC may make the award to the next lowest evaluated or call for new tenders.

2.28 **Corrupt or Fraudulent Practices**

- 2.28.1 GDC 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 GDC 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 Tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

| Instructions to tenderers | Particulars of appendix to instructions to tenderers |
|---------------------------|--|
| 2.1.1 | The tender is eligible to all Providers of Repair and Maintenance Services for GDC Offices for a period of two (2) years under framework agreement. |
| 2.2.1 | The document can also be viewed and downloaded from the website 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. |
| 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 style="padding-left: 40px;">Manager, Supply Chain Geothermal Development Company Limited, Kawi House, South C Bellevue ,Off Mombasa Road, Red Cross Road P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: procurement@gdc.co.ke Copy to: dkyaka@gdc.co.ke & pkapto@gdc.co.ke</p> <p><u>And One copy to:</u> -</p> <p style="padding-left: 40px;">Deputy Manager, Property Management Geothermal Development Company Limited, P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: vdengen@gdc.co.ke Copy to: jkazungu@gdc.co.ke</p> <p>NB: Any request for clarification must be in the firm’s letterhead, signed and must be in reference to the specific parts of the tender document properly numbered specific parts of the tender document properly numbered.</p> |
| 2.4.2 | 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. |
| 2.8.1 | Tenderers shall complete the form of tender furnished in the tender documents. |
| 2.10 | Prices shall be quoted in Kenya Shillings |
| 2.12.1 | The tenderer shall furnish, as part of its tender, a tender security in the amount of Ksh 100,000.00 in the form of an insurance or bank guarantee valid for a period of 150 days from the date of tender opening in the format provided in the tender document. |

| | |
|--------|--|
| 2.13.1 | The tender validity period is 120 days from the date of tender opening. A tender valid for a shorter period shall be considered non-responsive and shall be rejected. |
| 2.14.1 | Tenderers shall prepare one (1) original and Two (2) copies of the tender document initialed, paginated and well bound. |
| 2.15.1 | Tenderers shall seal the original and the copies of the tender in one envelope and be addressed to the address given in the invitation to tender. |
| 2.16.1 | Tenders must be received by not later than Monday, 4th February, 2019 at 2:00pm. |
| 2.18.1 | GDC will open the tenders in the presence of tenderers representatives who choose to attend the tender opening at 2:00pm, Monday 4th February 2019 in the location specified in the invitation to tender. |
| 2.22.1 | <p><u>Tender Evaluation Criteria</u></p> <p>a) Mandatory Evaluation Criteria- This will be based on the compliance to the following criteria by tenderers.</p> <p>Note: Tenderers must pass all the parameters in the mandatory evaluation so as to be considered for technical evaluation.</p> <p>Technical Evaluation Criteria-This will be based on compliance to the given criteria.</p> <p>b) Technical Evaluation based on scoring pass mark 70 per schedule which includes undertaking due diligence for the responsive firms. The due diligence visit will entail quality and specifications conformity of the tendered items.</p> <p>NB: The firms that are responsive in the technical stage and are found to be capable of performing the work after the due diligence will be considered for price evaluation.</p> <p>All items are subject to inspection and acceptance by the Client’s representative in form of a Committee after delivery</p> <p>c) Financial Evaluation Criteria- This will be based on the compliance to the following criteria by tenderers.</p> <ol style="list-style-type: none"> i. The lowest evaluated unit price summation per full schedule. ii. 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. |
| 2.24 | GDC may at its own discretion conduct due diligence on the tenderers to establish their ability to perform the contract. |
| 2.24.3 | The lowest evaluated unit price summation per full schedule shall be awarded the tender. |
| 2.25 | The unsuccessful tenderers will be notified of the outcome of the tender at the same time the successful tenderer is notified |
| 2.27 | The performance security shall be 10% of contract ceiling amount in the form of a bank guarantee issued by a bank operating in Kenya. |

TENDER EVALUATION CRITERIA
1. PRELIMINARY REQUIREMENTS (MANDATORY)

| No. | Documents to be submitted | Yes/No |
|-----|---|--------|
| 1. | An original tender security in the amount of Ksh 100,000.00 in the form of an insurance or bank guarantee valid for a period of 150 days from the date of tender opening in the format provided in the tender document. | |
| 2. | Duly filled, Signed & Stamped Price Schedules in the format provided (Incomplete schedule shall not be considered and shall be declared non responsive) | |
| 3. | Duly filled, Signed & Stamped Tender Form in the format provided. (Incomplete schedule shall not be considered and shall be declared non responsive) | |
| 4. | Attach a copy of Certificate of Incorporation/Registration in Kenya | |
| 5. | Attach Copy of Valid Single Business Permit | |
| 6. | Provide a copy of Certificate of Confirmation of Directors and Shareholding (CR12) for limited companies and or ID Card for Sole Proprietorship | |
| 7. | Submit Tax Compliance Certificate valid at the time of opening. This will be verified through the TCC checker. | |
| 8. | Must Submit a copy of a valid registration certificate by the National Construction Authority in the relevant trade -Minimum category NCA 8 | |
| 9. | Duly filled, signed and stamped Confidential Business Questionnaire | |
| 10. | Duly filled, signed and stamped declaration of undertaking not to engage in corrupt fraudulent practice. | |
| 11. | A duly signed & stamped written confirmation letter that the prices shall remain valid for a period of twelve (12) months (1 year) from the date contract is signed and there shall be no price variations/adjustments within the one (1) year contract period. | |

NB: Bidders who will not meet the above requirements will be declared non-responsive and their bids will not be evaluated further.

Any inconsistencies noted in any of the above requirements shall lead to automatic disqualification.

2. TECHNICAL EVALUATION CRITERIA

SCHEDULE ONE – ELECTRICALS MATERIALS & LABOUR

| No. | Description of Criteria | Requirements | Max.Score | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|--|------------|-------------------|------------------------------------|------------------------------------|----|-----------------|-------------|----|---------------|-------------|----|-------------------|--|----|------------------|--|----|--|--|---|--------------|--|--|--|--|--------------|----------------|----------------|
| 1. | Proof and confirmation of experience in similar work – at least 4 works within the last 5 years. | Provide at least four (4) Clients confirmation letters in the company’s letter head that you have successfully performed similar contracts in the last five (5) years (20 Mks) 5 marks for each letter provided Provide evidence of at least two contracts documents/LPOs in the last five (5) years (20 Mks) Each Contract/LPO is 10 Marks | 40 Mks | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | Proof of availability of adequate equipment, tools & Transport for provision of the contracted service(equipment, transport, communication facilities | 1. Provide list & proof of tools to be used for electrical repair and works up to a maximum of five tools : (total 10mks) | 15 Mks | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | <table border="1"> <thead> <tr> <th>No.</th> <th>List of Tools</th> <th>Provide Photos of the listed items</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Circuit testers</td> <td></td> </tr> <tr> <td>2.</td> <td>Screw Drivers</td> <td></td> </tr> <tr> <td>3.</td> <td>Electrical Drills</td> <td></td> </tr> <tr> <td>4.</td> <td>Lineman’s Pliers</td> <td></td> </tr> <tr> <td>5.</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td>Among Others</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL</td> <td>5 Marks</td> <td>5 Marks</td> </tr> </tbody> </table> | | No. | List of Tools | Provide Photos of the listed items | 1. | Circuit testers | | 2. | Screw Drivers | | 3. | Electrical Drills | | 4. | Lineman’s Pliers | | 5. | | | 6 | Among Others | | | | | TOTAL | 5 Marks | 5 Marks |
| | | No. | | List of Tools | Provide Photos of the listed items | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 1. | | Circuit testers | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 2. | | Screw Drivers | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 3. | | Electrical Drills | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 4. | | Lineman’s Pliers | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 5. | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 6 | | Among Others | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL | 5 Marks | 5 Marks | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. Availability of Motor Vehicle – (1 No. of Vehicle) either owned or leased (If owned submit copy of log book which must be in Company’s name and if leased attach copy of lease agreements)(5 Marks) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Personnel experience & Qualification | Provide certified professional CVs of Works Supervisor & Technical Personnel attaching academic Certificates required (HND/Diploma) 5 Marks 1. Works Supervisor (1 No.) 10 Marks - Attach CV of the works supervisor depicting skills and experience in Electrical works. | 30 Marks | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | <table border="1"> <thead> <tr> <th>Experience</th> <th>Marks</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>5 & above Years</td> <td>5</td> <td></td> </tr> <tr> <td>3 – 4 Years</td> <td>3</td> <td></td> </tr> <tr> <td>1 – 2 Years</td> <td>1</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> | Experience | Marks | Score | 5 & above Years | 5 | | 3 – 4 Years | 3 | | 1 – 2 Years | 1 | | | | | | | | | | | | | | | | | |
| Experience | Marks | Score | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 & above Years | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 – 4 Years | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 – 2 Years | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | | |
|-------|---|--|--------------------|--------------|
| | | - Attach Copies of <u>academic certificates</u> for the works supervisor for electrical course | | |
| | | Document requirements | Qualification | Score |
| | | | HND | 5 marks |
| | | | Diploma | 3 Marks |
| | | | Certificate | 1Mark |
| | 2. Electrician (2 No.) (20 Marks) - Attach CV containing skills and experience in electrical work | | | |
| | | Experience | Marks | Score |
| | | 5 years & above | 5 | |
| | | 3 – 4 Years | 3 | |
| | | 1 – 2 Years | 1 | |
| | -Attach copies of academic certificates for the electricians | | | |
| | | Qualification | Marks | Score |
| | | Diploma In Electrical Engineering or related course | 5 | |
| | | Certificate in Electrical Engineering or related course | 3 | |
| 4. | Proof of financial capacity | Copies of authorized bank statements for the last six (6) months (Must be stamped by the bank) and or proof of ability to mobilize the funds eg LPO discounting facility with a bank | | 5 Mks |
| 5. | Provide evidence /proof of Professional Indemnity Cover | Attach proof of cover | | 5 Mks |
| 6. | Proof of EHS Policy | 1. Demonstrate and present Environment Health & Safety (EHS) policy of the company (2Marks) 2. Provide List & Photographs of Personal Protective Equipment (PPE) 3 Marks | | 5 Mks |
| TOTAL | | | | 100 Mks |

Pass mark – 70marks

NB: Bidders who will not meet the pass of 70 marks in the above technical evaluation requirements will be declared non-responsive and their bids will not be evaluated further for further financial evaluation. The firms that score 70 marks & above will be subjected to due diligence to ascertain the firm's ability to perform the required works.

3. FINANCIAL EVALUATION CRITERIA

- NB: Each complete schedule shall be evaluated separately & awarded
- The bids will be checked for costing of all items. The lowest evaluated total unit price summation inclusive of 16% VAT per full schedule will be recommended for award.

SCHEDULE TWO – PLUMBING MATERIALS & LABOUR

| No. | Description of Criteria | Requirements | Max.Score | | | | | | | | | | | | | | | | | | | | | | | | |
|------------|---|---|------------|---------------|------------------------------------|----|----------------|--|----------|----------------|--|----|---------------------|--|----|------------|--|----|-----------|--|---|--------|--|--|----------------|----------------|--------|
| 1. | Proof and confirmation of experience in similar work – at least 4works within the last 5 years. | Provide at least four (4) Clients confirmation letters in the company’s letter head that you have successfully performed similar contracts in the last five (5) years (20 Mks) 5 marks for each letter provided Provide evidence of at least two contracts documents/LPOs in the last five (5) years (20 Mks) Each Contract/LPO is 10 Marks | 40 Mks | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | Proof of availability of adequate equipment, tools & Transport for provision of the contracted service(equipment, transport, communication facilities | 1. Provide list & proof of tools to be used for electrical repair and works up to a maximum of five tools : (total 10mks) <table border="1" data-bbox="685 856 1263 1312"> <thead> <tr> <th data-bbox="685 856 863 1003">No.</th> <th data-bbox="870 856 1101 1003">List of Tools</th> <th data-bbox="1107 856 1263 1003">Provide Photos of the listed items</th> </tr> </thead> <tbody> <tr> <td data-bbox="685 1012 863 1043">1.</td> <td data-bbox="870 1012 1101 1043">Flange Plunger</td> <td data-bbox="1107 1012 1263 1043"></td> </tr> <tr> <td data-bbox="685 1052 863 1083">2.</td> <td data-bbox="870 1052 1101 1083">Toilet Plunger</td> <td data-bbox="1107 1052 1263 1083"></td> </tr> <tr> <td data-bbox="685 1092 863 1155">3.</td> <td data-bbox="870 1092 1101 1155">Channel Type Pliers</td> <td data-bbox="1107 1092 1263 1155"></td> </tr> <tr> <td data-bbox="685 1163 863 1194">4.</td> <td data-bbox="870 1163 1101 1194">Adjustable</td> <td data-bbox="1107 1163 1263 1194"></td> </tr> <tr> <td data-bbox="685 1203 863 1234">5.</td> <td data-bbox="870 1203 1101 1234">Sin Auget</td> <td data-bbox="1107 1203 1263 1234"></td> </tr> <tr> <td data-bbox="685 1243 863 1274">6</td> <td data-bbox="870 1243 1101 1274">Others</td> <td data-bbox="1107 1243 1263 1274"></td> </tr> <tr> <td data-bbox="685 1283 863 1314"></td> <td data-bbox="870 1283 1101 1314">5 Marks</td> <td data-bbox="1107 1283 1263 1314">5 Marks</td> </tr> </tbody> </table> 2. Availability of Motor Vehicle – (1 No. of Vehicle) either owned or leased (If owned submit copy of log book which must be in Company’s name and if leased attach copy of lease agreements)(5 Marks) | No. | List of Tools | Provide Photos of the listed items | 1. | Flange Plunger | | 2. | Toilet Plunger | | 3. | Channel Type Pliers | | 4. | Adjustable | | 5. | Sin Auget | | 6 | Others | | | 5 Marks | 5 Marks | 15 Mks |
| No. | List of Tools | Provide Photos of the listed items | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | Flange Plunger | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | Toilet Plunger | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | Channel Type Pliers | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | Adjustable | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. | Sin Auget | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Others | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 5 Marks | 5 Marks | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Personnel experience & Qualification | Provide certified professional CVs of Works Supervisor & Technical Personnel attaching academic Certificates required (HND/Diploma) 5 Marks 1. Works Supervisor (1 No.) 10 Marks - Attach CV of the <u>works supervisor</u> depicting skills and experience in Plumbing work. <table border="1" data-bbox="685 1858 1263 1890"> <thead> <tr> <th data-bbox="685 1858 906 1890">Experience</th> <th data-bbox="912 1858 1101 1890">Marks</th> <th data-bbox="1107 1858 1263 1890">Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="685 1898 906 1929"></td> <td data-bbox="912 1898 1101 1929"></td> <td data-bbox="1107 1898 1263 1929"></td> </tr> </tbody> </table> | Experience | Marks | Score | | | | 30 Marks | | | | | | | | | | | | | | | | | | |
| Experience | Marks | Score | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | | | |
|----|---|--|----------------------|----------------|-------|
| | | 5 & above Years | 5 | | |
| | | 3 – 4 Years | 3 | | |
| | | 1 – 2 Years | 1 | | |
| | | - Attach Copies of academic certificates for the works supervisor | | | |
| | | | Qualification | Score | |
| | | | HND | 5 marks | |
| | | | Diploma | 3 Marks | |
| | | | Certificate | 1Mark | |
| | | 2) Plumber (2 No) (20 Marks) | | | |
| | | - Attach CV containing skills and experience in Plumbing work | | | |
| | | Experience | Marks | Score | |
| | | 5 years & above | 5 | | |
| | | 3 – 4 Years | 3 | | |
| | | 1 – 2 Years | 1 | | |
| | | - Attach copies of academic certificates for the plumber | | | |
| | | Qualification | Marks | Score | |
| | | HND In Plumbing Technology or related course | 5 | | |
| | | Diploma Course in Plumbing Technology or related course | 3 | | |
| | | Certificate in plumbing Technology or related course | 1 | | |
| 4. | Proof of financial capacity | Copies of authorized bank statements for the last six (6) months (Must be stamped by the bank) and or proof of ability to mobilize the funds eg LPO discounting facility with a bank | | | 5 Mks |
| 5. | Provide evidence /proof of Professional Indemnity Cover | Attach proof of cover | | | 5 Mks |

| | | | |
|-------|---------------------|---|---------|
| 6. | Proof of EHS Policy | 3. Demonstrate and present Environment Health & Safety (EHS) policy of the company (2Marks) 4. Provide List & Photographs of Personal Protective Equipment (PPE) 3 Marks | 5 Mks |
| TOTAL | | | 100 Mks |

Pass mark – 70marks

NB: Bidders who will not meet the pass of 70 marks in the above technical evaluation requirements will be declared non-responsive and their bids will not be evaluated further for further financial evaluation. The firms that score 70 marks & above will be subjected to due diligence to ascertain the firm's ability to perform the required works.

3. FINANCIAL EVALUATION CRITERIA

- NB: Each complete schedule shall be evaluated separately & awarded
- The bids will be checked for costing of all items. The lowest evaluated total unit price summation inclusive of 16% VAT per full schedule will be recommended for award.

SCHEDULE THREE – CIVIL WORKS & LABOUR

| No. | Description of Criteria | Requirements | Max.Score | | | | | | | | | | | | | | | | | | | | | | | | |
|-----|---|--|-----------|---------------|------------------------------------|----|--------|--|----|-------------------------|--|----|----------------|--|----|------------------|--|----|-----------------|--|---|--------|--|--|----------------|----------------|--------|
| 1. | Proof and confirmation of experience in similar work – at least 4works within the last 5 years. | <p>Provide at least four (4) Clients confirmation letters in the company’s letter head that you have successfully performed similar contracts in the last five (5) years (20 Mks) 5 marks for each letter provided</p> <p>Provide evidence of at least two contracts documents/LPOs in the last five (5) years (20 Mks) Each Contract/LPO is 10 Marks</p> | 40 Mks | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | Proof of availability of adequate equipment, tools & Transport for provision of the contracted service(equipment, transport, communication facilities | <p>1. Provide list & proof of tools to be used for civil works up to a maximum of five tools : (total 10mks)</p> <table border="1" data-bbox="678 856 1263 1371"> <thead> <tr> <th data-bbox="678 856 873 1003">No.</th> <th data-bbox="881 856 1092 1003">List of Tools</th> <th data-bbox="1101 856 1263 1003">Provide Photos of the listed items</th> </tr> </thead> <tbody> <tr> <td data-bbox="678 1003 873 1035">1.</td> <td data-bbox="881 1003 1092 1035">Hammer</td> <td data-bbox="1101 1003 1263 1035"></td> </tr> <tr> <td data-bbox="678 1035 873 1108">2.</td> <td data-bbox="881 1035 1092 1108">Carving Chisel & Gouges</td> <td data-bbox="1101 1035 1263 1108"></td> </tr> <tr> <td data-bbox="678 1108 873 1140">3.</td> <td data-bbox="881 1108 1092 1140">Cordless Drill</td> <td data-bbox="1101 1108 1263 1140"></td> </tr> <tr> <td data-bbox="678 1140 873 1213">4.</td> <td data-bbox="881 1140 1092 1213">Painting Brushes</td> <td data-bbox="1101 1140 1263 1213"></td> </tr> <tr> <td data-bbox="678 1213 873 1287">5.</td> <td data-bbox="881 1213 1092 1287">Cement Mixtures</td> <td data-bbox="1101 1213 1263 1287"></td> </tr> <tr> <td data-bbox="678 1287 873 1318">6</td> <td data-bbox="881 1287 1092 1318">Others</td> <td data-bbox="1101 1287 1263 1318"></td> </tr> <tr> <td data-bbox="678 1318 873 1371"></td> <td data-bbox="881 1318 1092 1371">5 Marks</td> <td data-bbox="1101 1318 1263 1371">5 Marks</td> </tr> </tbody> </table> <p>2. Availability of Motor Vehicle – (1 No. of Vehicle) either owned or leased (If owned submit copy of log book which must be in Company’s name and if leased attach copy of lease agreements)(5 Marks)</p> | No. | List of Tools | Provide Photos of the listed items | 1. | Hammer | | 2. | Carving Chisel & Gouges | | 3. | Cordless Drill | | 4. | Painting Brushes | | 5. | Cement Mixtures | | 6 | Others | | | 5 Marks | 5 Marks | 15 Mks |
| No. | List of Tools | Provide Photos of the listed items | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | Hammer | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | Carving Chisel & Gouges | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | Cordless Drill | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | Painting Brushes | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. | Cement Mixtures | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Others | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 5 Marks | 5 Marks | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Personnel experience & Qualification | <p>Provide certified professional CVs of Works Supervisor & Technical Personnel attaching academic Certificates required (HND/Diploma) 5 Marks</p> <p>1. Works Supervisor (1 No.) 10 Marks - Attach CV of the <u>works supervisor</u> depicting skills and experience in Civil work.</p> | 30 Marks | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | |
|----|-----------------------------|--|----------------------|
| | | | |
| | | Experience | Marks |
| | | 5 & above Years | 5 |
| | | 3 – 4 Years | 3 |
| | | 1 – 2 Years | 1 |
| | | | |
| | | - Attach Copies of academic certificates for the works supervisor | |
| | | | Qualification |
| | | | Score |
| | | | HND |
| | | | 5 marks |
| | | | Diploma |
| | | | 3 Marks |
| | | | Certificate |
| | | | 1Mark |
| | | 2) Civil Technicians (2 No) (20 Marks) | |
| | | - Attach CV containing skills and experience in Civil work | |
| | | Experience | Marks |
| | | 5 years & above | 5 |
| | | 3 – 4 Years | 3 |
| | | 1 – 2 Years | 1 |
| | | - Attach copies of academic certificates for the Civil Technicians | |
| | | Qualification | Marks |
| | | Score | |
| | | HND in Civil/Building Construction | 5 |
| | | Diploma in Civil/ Building Construction | 3 |
| | | Certificate Civil/ Building Construction or related course | 1 |
| 4. | Proof of financial capacity | Copies of authorized bank statements for the last six (6) months (Must be stamped by the bank) and or proof of ability to mobilize the funds eg LPO discounting facility with a bank | |
| | | 5 Mks | |
| 5. | Provide evidence /proof | Attach proof of cover | |
| | | 5 Mks | |

| | | | |
|-------|---------------------------------|---|---------|
| | of Professional Indemnity Cover | | |
| 6. | Proof of EHS Policy | 5. Demonstrate and present Environment Health & Safety (EHS) policy of the company (2Marks) 6. Provide List & Photographs of Personal Protective Equipment (PPE) 3 Marks | 5 Mks |
| TOTAL | | | 100 Mks |

Pass mark – 70marks

NB: Bidders who will not meet the pass of 70 marks in the above technical evaluation requirements will be declared non-responsive and their bids will not be evaluated further for further financial evaluation. The firms that score 70 marks & above will be subjected to due diligence to ascertain the firm's ability to perform the required works.

3. FINANCIAL EVALUATION CRITERIA

- NB: Each complete schedule shall be evaluated separately & awarded
- The bids will be checked for costing of all items. The lowest evaluated total unit price summation inclusive of 16% VAT per full schedule will be recommended for award.

SCHEDULE FOUR – CARPENTRY, JOINERY & FITTING MATERIAL & LABOUR

| No. | Description of Criteria | Requirements | Max.Score | | | | | | | | | | | | | | | | | | | | | | | | |
|-----|---|---|-----------|---------------|------------------------------------|----|-------------------|--|----|--------------|--|----|--------|--|----|--------------------------|--|----|-----------|--|---|--------|--|--|----------------|----------------|--------|
| 1. | Proof and confirmation of experience in similar work – at least 4works within the last 5 years. | <p>Provide at least four (4) Clients confirmation letters in the company’s letter head that you have successfully performed similar contracts in the last five (5) years (20 Mks) 5 marks for each letter provided</p> <p>Provide evidence of at least two contracts documents/LPOs in the last five (5) years (20 Mks) Each Contract/LPO is 10 Marks</p> | 40 Mks | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | Proof of availability of adequate equipment, tools & Transport for provision of the contracted service(equipment, transport, communication facilities | <p>1. Provide list & proof of tools to be used for carpentry/ joinery works up to a maximum of five tools : (total 10mks)</p> <table border="1" data-bbox="685 856 1263 1381"> <thead> <tr> <th data-bbox="685 856 857 1003">No.</th> <th data-bbox="863 856 1091 1003">List of Tools</th> <th data-bbox="1097 856 1263 1003">Provide Photos of the listed items</th> </tr> </thead> <tbody> <tr> <td data-bbox="685 1012 857 1075">1.</td> <td data-bbox="863 1012 1091 1075">Ball Point Hammer</td> <td data-bbox="1097 1012 1263 1075"></td> </tr> <tr> <td data-bbox="685 1083 857 1115">2.</td> <td data-bbox="863 1083 1091 1115">Tape Measure</td> <td data-bbox="1097 1083 1263 1115"></td> </tr> <tr> <td data-bbox="685 1123 857 1155">3.</td> <td data-bbox="863 1123 1091 1155">Pliers</td> <td data-bbox="1097 1123 1263 1155"></td> </tr> <tr> <td data-bbox="685 1163 857 1268">4.</td> <td data-bbox="863 1163 1091 1268">Screw Drivers/Flat, Star</td> <td data-bbox="1097 1163 1263 1268"></td> </tr> <tr> <td data-bbox="685 1276 857 1308">5.</td> <td data-bbox="863 1276 1091 1308">Rivet Gun</td> <td data-bbox="1097 1276 1263 1308"></td> </tr> <tr> <td data-bbox="685 1316 857 1348">6</td> <td data-bbox="863 1316 1091 1348">Others</td> <td data-bbox="1097 1316 1263 1348"></td> </tr> <tr> <td data-bbox="685 1356 857 1381"></td> <td data-bbox="863 1356 1091 1381">5 Marks</td> <td data-bbox="1097 1356 1263 1381">5 Marks</td> </tr> </tbody> </table> <p>2. Availability of Motor Vehicle – (1 No. of Vehicle) either owned or leased (If owned submit copy of log book which must be in Company’s name and if leased attach copy of lease agreements)(5 Marks)</p> | No. | List of Tools | Provide Photos of the listed items | 1. | Ball Point Hammer | | 2. | Tape Measure | | 3. | Pliers | | 4. | Screw Drivers/Flat, Star | | 5. | Rivet Gun | | 6 | Others | | | 5 Marks | 5 Marks | 15 Mks |
| No. | List of Tools | Provide Photos of the listed items | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | Ball Point Hammer | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | Tape Measure | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | Pliers | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | Screw Drivers/Flat, Star | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. | Rivet Gun | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Others | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 5 Marks | 5 Marks | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Personnel experience & Qualification | <p>Provide certified professional CVs of Works Supervisor & Technical Personnel attaching academic Certificates required (HND/Diploma) 5 Marks</p> <p>1. Works Supervisor (1 No.) 10 Marks - Attach CV of the <u>works supervisor</u> depicting skills and experience in</p> | 30 Marks | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | | | |
|----|---|--|----------------------|----------------|-------|
| | | Carpentry/Joinery works. | | | |
| | | Experience | Marks | Score | |
| | | 5 & above Years | 5 | | |
| | | 3 – 4 Years | 3 | | |
| | | 1 – 2 Years | 1 | | |
| | | | | | |
| | | - Attach Copies of academic certificates for the works supervisor | | | |
| | | | Qualification | Score | |
| | | | HND | 5 marks | |
| | | | Diploma | 3 Marks | |
| | | | Certificate | 1Mark | |
| | | 2) Carpenter/ Joiner. (2 No) (20 Marks) | | | |
| | | - Attach CV containing skills and experience in Carpentry & Joinery work | | | |
| | | Experience | Marks | Score | |
| | | 5 years & above | 5 | | |
| | | 3 – 4 Years | 3 | | |
| | | 1 – 2 Years | 1 | | |
| | | - Attach copies of academic certificates for the Carpenter/ Joiner. | | | |
| | | Qualification | Marks | Score | |
| | | HND. In Woodwork or related course | 5 | | |
| | | Dip. In Woodwork or related course | 3 | | |
| | | Certificate in Wood work or related course | 1 | | |
| 4. | Proof of financial capacity | Copies of authorized bank statements for the last six (6) months (Must be stamped by the bank) and or proof of ability to mobilize the funds eg LPO discounting facility with a bank | | | 5 Mks |
| 5. | Provide evidence /proof of Professional Indemnity | Attach proof of cover | | | 5 Mks |

| | | | |
|-------|---------------------|---|---------|
| | Cover | | |
| 6. | Proof of EHS Policy | 7. Demonstrate and present Environment Health & Safety (EHS) policy of the company (2Marks) 8. Provide List & Photographs of Personal Protective Equipment (PPE) 3 Marks | 5 Mks |
| TOTAL | | | 100 Mks |

Pass mark – 70marks

NB: Bidders who will not meet the pass of 70 marks in the above technical evaluation requirements will be declared non-responsive and their bids will not be evaluated further for further financial evaluation. The firms that score 70 marks & above will be subjected to due diligence to ascertain the firm's ability to perform the required works.

3. FINANCIAL EVALUATION CRITERIA

- NB: Each complete schedule shall be evaluated separately & awarded
- The bids will be checked for costing of all items. The lowest evaluated total unit price summation inclusive of 16% VAT per full schedule will be recommended for award.

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 GDC 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 GDC under the Contract.
- d) “The GDC” 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 superceded by provisions of other part of contract.

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4 Patent Right’s

The tenderer shall indemnify the GDC 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.

3.5 Performance Security

- 3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the GDC the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to the GDC as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the GDC and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.5.4 The performance security will be discharged by the GDC 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.

3.6 Inspections and Tests

- 3.6.1 The GDC or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The GDC shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 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 GDC.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the GDC 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 GDC.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 Interest on Delayed Payments

The Procuring Entity shall not in any instance whatsoever, incur any interest or additional costs from overdue amounts, if any, owed to the Tenderer regarding this procurement.

3.9 Prices

3.9.1 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 GDC 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.

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

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

3.9.4 Where the variation in contract price results to an increment by more than 25%, such variation shall be tendered for separately.

3.9.5 Where quantity variation of service is allowed, the variation shall not exceed 15% of the original contract quantity.

3.9.6 Price variation request shall be responded to by the procuring entity within 30 days of receiving the request.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with GDC prior written consent.

3.11 Termination for Default

The GDC 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 GDC.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.

- c) if the tenderer, in the judgment of the GDC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If the service rendered by the Tenderer do not conform to the Standards specified in the Contract

In the event the GDC 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 GDC for any excess costs for such similar services.

3.12 Termination of Insolvency

The GDC 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 GDC.

3.13 Termination for Convenience

- 3.13.1 The GDC 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 GDC 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 GDC may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Termination by Mutual Consent

By mutual written agreement, the Procuring Entity and the Tenderer may agree to terminate the contract. The agreement shall provide that the termination is by mutual agreement, the extent to which the contract is terminated and the effects of such termination on each party's obligations.

3.15 Resolution of disputes

GDC 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.

3.16 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.

3.17 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.

Effect of Force Majeure:

If a Party is prevented from or delayed in performing an obligation hereunder by reason of Force Majeure the affected Party shall:

- (a) be relieved from the consequences of its failure to perform that obligation on a day-to-day basis;
- (b) promptly notify the other parties of the occurrence as soon as reasonably possible by email, telex or cable of the nature of the Force Majeure and the extent to which the Force Majeure suspends the affected party's obligations under this Agreement; and
- (c) use all reasonable endeavours to overcome the consequences of the event and resume performance of its obligations as soon as possible after the Force Majeure condition no longer exists.

3.18 Force Majeure Termination:

If an event of Force Majeure continues beyond a period of thirty (0) days, the Parties shall meet in good faith to consult, if no such solution is found, either Party shall be entitled to terminate the obligations of the Parties under the Contract which are affected by such Force Majeure by giving written notice of not less than seven (7) days to the other Party.

3.19 Limitation of Liability

To the fullest extent permitted by law, the Procuring Entity, its officers, directors, employees, Dealers, and subcontractors, shall not be liable for any claims, losses, costs, or damages of whatsoever nature and howsoever arising to the Tenderer, and anyone claiming by, through, or under the Tenderer, resulting from or in any way related to this Contract from any cause or causes, including but not limited to any direct, indirect, general, special, punitive, incidental or consequential damages, loss of income or profit, loss of or damage to property, claims of third parties or other losses of any kind or character.

3.20 Applicable Law.

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

3.21 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.

3.22 Amendments

Any amendment of any term of the Contract entered into by the parties shall only be made by a written agreement between the parties, and such agreement shall be deemed to form an integral part of such Contract.

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 |
|--|--|
| 3.1 | The Purchaser is The Geothermal Development Company Limited of Kawi House, South C Off Mombasa Road, Nairobi, Kenya. It includes the Purchaser's legal representative's successors or assigns |
| 3.3 | Tenderers shall provide the repair and maintenance of as per specifications for a period of two (2) years under framework agreement. |
| 3.6 | The performance security shall be 10% of the total contract ceiling amount in the form of a bank guarantee from a Bank operating in Kenya. The performance security shall be valid for thirty days after service delivery and shall be provided by winning firm's only. |
| 3.8 | <ul style="list-style-type: none"> i. GDC Payment terms are 30 days upon receipt of certified invoices confirming that the invoiced spares & services have been rendered in accordance with the contract. ii. Payment shall be made through Geothermal Development Company's cheque or telegraphic transfer of the contract. iii. Advance Payment shall not apply. iv. No interest on delayed payments |
| 3.9 | No interest charged on delayed payments |
| 3.10 | <p>Prices charged by the tenderer for the services performed under the Contract for the period of one (1) year shall not vary from the prices quoted by the tenderer in the tender.</p> <p><u>No correction of errors.</u></p> <p>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.</p> |
| 3.15 | GDC and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract. If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require |

| | |
|------|---|
| | adjudication in an agreed national or international forum, and/or international arbitration. |
| 3.20 | The contract shall be interpreted in accordance with the laws of Kenya. |
| 3.22 | <p>Each party's address for the service of notice shall be the below mentioned address or such other address as it specifies by notice to the other;</p> <p>For the Procuring Entity:</p> <p style="padding-left: 40px;">The Managing Director & CEO, Geothermal Development Company Ltd (GDC) Kawi House, South C Bellevue Off Mombasa Road, Tel: 0719037000, 0719036000 P.O. Box 100746 – 00101 Nairobi, Kenya</p> <p>Any notice given under the Agreement shall be in writing and may be served:</p> <ol style="list-style-type: none"> i. personally; ii. by registered or recorded delivery mail; iii. by e-mail, telex or facsimile transmission (the latter confirmed by telex or post); or iv. by any other means which any party specifies by notice to the others. <p>Notice shall be deemed to have been served:</p> <ol style="list-style-type: none"> i. if it was served in person, at the time of service; ii. if it was served by post, 72 hours after it was posted; and iii. If it was served by e-mail, telex or facsimile transmission, at the time of transmission. |

SECTION V: PRICE SCHEDULE & SCHEDULE OF REQUIREMENT

SCHEDULE 1

SCHEDULE 1A: SUPPLY OF ELECTRICAL MATERIALS FOR NAIROBI, KAWI HOUSE OFFICE

| No. | Item Description | UoM | Unit Cost (Inclusive of VAT) & transport cost to Kawi house, Nairobi office |
|------------|--|------------|--|
| 1. | Syska LED square panel 600 x 600mm 40w 6500k Recessed | PC | |
| 2. | 2 Ft Fluorescent Tubes T8 18W GE/OSRAM/Phillips or equivalent | PC | |
| 3. | Fluorescent tube T8 36W GE/OSRAM/Phillips or equivalent | PC | |
| 4. | Havells regal fluorescent fitting 1 x 36w 4' single | PC | |
| 5. | LED fitting integrated tube T5 4' 16W 6400K | PC | |
| 6. | Energy saving lamp CFL T3 B22 11W 6500K-B22 | PC | |
| 7. | LED ceiling light surface 10w 6000k 260 x 55mm | PC | |
| 8. | LED down light recessed 3' 4w 6500k round | PC | |
| 9. | LED down light recessed 6'' 10w 6500k round | PC | |
| 10. | LED down light recessed 8' 12w 6500k round | PC | |
| 11. | LED down light recessed 10' 15w 6500k round | PC | |
| 12. | Phillips ballast 20w | PC | |
| 13. | Phillips ballast 40w | PC | |
| 14. | Fluorescent starter 4-22w series | PC | |
| 15. | Multi extension socket 13A 5way surge protected c/w individual switch | PC | |
| 16. | Multi extension socket 13A 6 way surge protected C/W individual switch | PC | |
| 17. | Multi extension socket 13A 3 way C/W individual switch | PC | |
| 18. | Water pump 0.5HP 0.3KW 1' in/out output:35LTRS/MIN height: 35mtrs | PC | |

| | | | |
|--|--|------|--|
| 19. | Water pump 0.7HP 0.55KW 1' in/out output:45LTRS/MIN height: 45mtrs | PC | |
| 20. | Zodion photocell kit | PC | |
| 21. | Water pump 1.0HP 0.75KW 1' in/out output:50LTRS/MIN height: 55mtrs | PC | |
| 22. | LV copper power cables.pvc insulated flexible cable:2 core,3 core and 4core | ROLL | |
| 23. | PVC insulated single cable 100mtrs and 90mtrs roll, size:21.50mm ² to 35.00mm ² | ROLL | |
| 24. | Twin with earth(300/500V) and twin flat(300/500v) size 1.0mm ² , 1.50mm ² , 2.5mm ² , 4.0mm ² ,6.0mm ² and 10.0mm ² .(100mtrs & 90mtrs) | ROLL | |
| 25. | Armoured power cable (600/1000v) 2core and 4core, size mm ² 1.50(CU/PVC/SWA/PVC) TO 300.00mm ² (CU/XLPE/SWA/PVC) | ROLL | |
| 26. | Self-tapping screws | PKT | |
| Grand unit cost summation inclusive of 16% VAT and transport cost to GDC Kawi office. | | | |

**SCHEDULE 1B: ELECTRICAL MATERIALS FOR CENTRAL RIFT OFFICE,
NAKURU POLO CENTER.**

| No. | Item Description | UoM | Unit Cost (Inclusive of VAT) & delivery/transport cost to GDC Nakuru Office |
|-----|--|-----|---|
| 1. | Syska LED square panel 600 x 600mm 40w 6500k Recessed | PC | |
| 2. | 2 Ft Fluorescent Tubes T8 18W GE/OSRAM/Phillips or equivalent | PC | |
| 3. | Fluorescent tube T8 36W GE/OSRAM/Phillips or equivalent | PC | |
| 4. | Havells regal fluorescent fitting 1 x 36w 4' single | PC | |
| 5. | LED fitting integrated tube T5 4' 16W 6400K | PC | |
| 6. | Energy saving lamp CFL T3 B22 11W 6500K-B22 | PC | |
| 7. | LED ceiling light surface 10w 6000k 260 x 55mm | PC | |
| 8. | LED down light recessed 3' 4w 6500k round | PC | |
| 9. | LED down light recessed 6'' 10w 6500k round | PC | |
| 10. | LED down light recessed 8' 12w 6500k round | PC | |
| 11. | LED down light recessed 10' 15w 6500k round | PC | |
| 12. | Phillips ballast 20w | PC | |
| 13. | Philips ballast 40w | PC | |
| 14. | Fluorescent starter 4-22w series | PC | |
| 15. | Multi extension socket 13A 5way surge protected c/w individual switch | PC | |
| 16. | Multi extension socket 13A 6 way surge protected C/W individual switch | PC | |
| 17. | Multi extension socket 13A 3 way C/W individual switch | PC | |
| 18. | Water pump 0.5HP 0.3KW 1' in/out output:35LTRS/MIN height: 35mtrs | PC | |
| 19. | Water pump 0.7HP 0.55KW 1' in/out output:45LTRS/MIN height: 45mtrs | PC | |
| 20. | Zodion photocell kit | PC | |

| | | | |
|---|--|------|--|
| 21. | Water pump 1.0HP 0.75KW 1' in/out output:50LTRS/MIN height: 55mtrs | PC | |
| 22. | LV copper power cables.pvc insulated flexible cable:2 core,3 core and 4core | ROLL | |
| 23. | PVC insulated single cable 100mtrs and 90mtrs roll, size:21.50mm ² to 35.00mm ² | ROLL | |
| 24. | Twin with earth(300/500V) and twin flat(300/500v) size 1.0mm ² ,1.50mm ² ,2.5mm ² ,4.0mm ² ,6.0mm ² and 10.0mm ² .(100mtrs and 90mtrs) | ROLL | |
| 25. | Armoured power cable (600/1000v) 2core and 4core, size mm ² 1.50(CU/PVC/SWA/PVC) TO 300.00mm ² (CU/XLPE/SWA/PVC) | ROLL | |
| 26. | Trunking | PC/M | |
| 27. | Self-tapping screws | PKT | |
| 28. | 2 gang 2 way switch | PC | |
| 29. | 3 gang 3 way switch | PC | |
| 30. | 1 gang 2 way switch | PC | |
| 31. | Chalk ballast 400 watts | PC | |
| 32. | Capacitors | PC | |
| 33. | Igniters | PC | |
| 34. | Water proof switch | PC | |
| 35. | Metal halide fittings | PC | |
| 36. | LED flood lumps / light | PC | |
| 37. | Photo cell switches | PC | |
| 38. | Pattress boxes assorted | PC | |
| <u>Grand unit cost summation inclusive of 16% VAT and transport cost to GDC NAKURU OFFICE, Kenyatta Avenue – Polo Centre</u> | | | |

SCHEDULE 1C: ELECTRICAL MATERIALS FOR NORTH RIFT OFFICE

| No. | Item Description | UoM | Unit Cost (Inclusive of VAT) and transport cost to GDC Nakuru Office, Polo Centre. |
|--|---|------|--|
| 1 | Cooker socket outlets | PC | |
| 2 | 2 Ft Fluorescent Tubes T8 18W GE/OSRAM/Phillips or equivalent | PC | |
| 3 | Fluorescent tube T8 36W GE/OSRAM/Phillips or equivalent | PC | |
| 4 | Havells regal fluorescent fitting 1 x 36w 4' single | PC | |
| 5 | LED fitting integrated tube T5 4' 16W 6400K | PC | |
| 6 | Energy saving lamp CFL T3 B22 11W 6500K-B22 | PC | |
| 7 | Phillips ballast 20w | PC | |
| 8 | Philips ballast 40w | PC | |
| 9 | Fluorescent starter 4-22w series | PC | |
| 10 | Multi extension socket 13A 5way surge protected c/w individual switch | PC | |
| 11 | Multi extension socket 13A 6 way surge protected C/W individual switch | PC | |
| 12 | Multi extension socket 13A 3 way C/W individual switch | PC | |
| 13 | Water pump 0.5HP 0.3KW 1' in/out output:35LTRS/MIN height: 35mtrs | PC | |
| 14 | Water pump 0.7HP 0.55KW 1' in/out output:45LTRS/MIN height: 45mtrs | PC | |
| 15 | Zodion photocell kit | PC | |
| 16 | LV copper power cables.pvc insulated flexible cable:2 core,3 core and 4core | ROLL | |
| 17 | PVC insulated single cable 100mtrs and 90mtrs roll, size:21.50mm ² to 35.00mm ² | ROLL | |
| 18 | Twin with earth(300/500V) and twin flat(300/500v) size 1.0mm ² ,1.50mm ² ,2.5mm ² ,4.0mm ² ,6.0mm ² and 10.0mm ² .(100mtrs and 90mtrs) | ROLL | |
| 19 | Armoured power cable (600/1000v) 2core and 4core, size mm ² 1.50(CU/PVC/SWA/PVC) TO 300.00mm ² (CU/XLPE/SWA/PVC) | ROLL | |
| 20 | Trunking | PC/M | |
| 21 | Self-tapping screws | PKT | |
| 22 | 2 gang 2 way switch | PC | |
| 23 | 3 gang 3 way switch | PC | |
| 24 | 1 gang 2 way switch | PC | |
| Grand unit cost summation inclusive of 16% VAT and transport cost GDC Nakuru Office, Polo Centre. | | | |

SCHEDULE 1D: ELECTRICAL MATERIALS FOR SOUTH RIFT OFFICE

| No. | Item Description | UoM | Unit Cost (Inclusive of VAT) & delivery/transport cost to GDC Naivasha office, Lake view estate |
|-----|---|------|---|
| 1 | Cooker socket outlets | PC | |
| 2 | Double power outlets | PC | |
| 3 | One way switch | PC | |
| 4 | Pin type energy saver bulbs | PC | |
| 5 | 2 Ft Fluorescent Tubes T8 18W GE/OSRAM/Phillips or equivalent | PC | |
| 6 | Fluorescent tube T8 36W GE/OSRAM/Phillips or equivalent | PC | |
| 7 | Havells regal fluorescent fitting 1 x 36w 4' single | PC | |
| 8 | Self-tapping screws | PC | |
| 9 | LED flood lights 200W | PC | |
| 10 | LED fitting integrated tube T5 4' 16W 6400K | PC | |
| 11 | Energy saving lamp CFL T3 B22 11W 6500K-B22 | PC | |
| 12 | One way switch | PC | |
| 13 | Phillips ballast 20w | PC | |
| 14 | Philips ballast 40w | PC | |
| 15 | Fluorescent starter 4-22w series | PC | |
| 16 | Multi extension socket 13A 5way surge protected c/w individual switch | PC | |
| 17 | Multi extension socket 13A 6 way surge protected C/W individual switch | PC | |
| 18 | Multi extension socket 13A 3 way C/W individual switch | PC | |
| 19 | Water pump 0.5HP 0.3KW 1' in/out output:35LTRS/MIN height: 35mtrs | PC | |
| 20 | Water pump 0.7HP 0.55KW 1' in/out output:45LTRS/MIN height: 45mtrs | PC | |
| 21 | Zodion photocell kit | PC | |
| 22 | LV copper power cables.pvc insulated flexible cable:2 core,3 core and 4core | ROLL | |
| 23 | PVC insulated single cable 100mtrs and 90mtrs roll, size:21.50mm2 to 35.00mm2 | ROLL | |
| 24 | Twin with earth(300/500V) and twin flat(300/500v) size 1.0mm2,1.50mm2,2.5mm2,4.0mm2,6.0mm2 and 10.0mm2.(100mtrs and 90mtrs) | ROLL | |
| 25 | Armoured power cable (600/1000v) 2core and 4core, size mm2 1.50(CU/PVC/SWA/PVC) TO 300.00mm2(CU/XLPE/SWA/PVC) | ROLL | |
| 26 | Trunking | | |
| 27 | Metal halide fittings | PC | |
| 28 | LED flood lumps / light | PC | |

| | | | |
|--|-------------------------|----|--|
| 29 | Photo cell switches | PC | |
| 30 | Pattress boxes assorted | PC | |
| Grand unit cost summation inclusive of 16% VAT and transport cost to South Rift, Naivasha Office. | | | |

SUMMARY OF THE SCHEDULE PRICE

| NO. | SCHEDULE | TOTAL UNIT COST (INCLUSIVE OF VAT) |
|---------------------------------------|-----------------|---|
| 1 | SCHEDULE 1A | |
| 2 | SCHEDULE 1B | |
| 3 | SCHEDULE 1C | |
| 4 | SCHEDULE 1D | |
| GRAND TOTAL COST (SCHEDULE 1) | | |

LABOUR PROVISION

| Specialised Labour Description | Rate Per Person Per Day | | | |
|---------------------------------------|--------------------------------|-----------------|---------------|----------------|
| | Nairobi | Naivasha | Nakuru | Baringo |
| Electrician Grade I | | | | |
| Electrical Grade II | | | | |
| Unskilled | | | | |

Emergency call out: The bidder is expected to indicate the applicable daily fees for emergencies callout when required and the applicable rates for working on weekend and public holidays in the format provided below:

| Specialized Call out Description | Rate Per Person Per Day | | |
|---|--------------------------------|-----------------------------|------------------|
| | Electrician Grade I | Electrician Grade II | Unskilled |
| Emergency Call Out Charges (When requested) | | | |
| Weekends & Public Holiday call out Charges (When requested) | | | |

Tenderer's name (Company) _____

Signature & Rubber stamp _____

Date _____

No correction of 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.

SCHEDULE 2A: PLUMBING MATERIALS FOR NAIROBI OFFICE, KAWI HOUSE

| No. | Item Description | UoM | Unit Cost (Inclusive of VAT) & transport cost to Kawi house, Nairobi office |
|------------|--|------------|--|
| 1. | Ceramic Urinal Bowl Complete with 40mm heavy duty plastic bottle trap and 40mm diameter chrome plated outlet , complete with screws for fitting to be Duravit D Code or equivalent. | PC | |
| 2. | Urinal Bowl Division, Vitereous China Urinal division in white to be Duravit D code or equivalent | PC | |
| 3. | Automatic Urinal Flush valve with stainless cover 9V lithium battery with built in transformer including housing for urinal electronic valve to be as Gebent Hytronic electronic UR61 1 RB Mambo or equivalent | | |
| 4. | Urinal Accessories (Top inlet Flush Valve) Chrome plated | PC | |
| 5. | Wall Hang WC pan white in colour complete with soft Heavy duty seat and cover with stainless steel hinges suitable to be used with concealed cistern. The WC pan to be as “Duravit D code” or equivalent | | |
| 6. | Anti Vandal Cover Plate (Docol or equivalent | | |
| 7. | 1/2 x 45 cm flexible pipes | PC | |
| 8. | Chrome Plated ½” Delay Action Push Taps Round | PC | |
| 9. | Basic Mixer with pop up waste | | |
| 10. | Gate Valves | PC | |
| 11. | Angle Valve ½” x 3/8 Hangsrobe or equivalent | | |
| 12. | Thread Seal tapes | PC | |
| 13. | Pop Rivets | PKT/PC | |
| 14. | Rivet Guns | PC | |
| 15. | Toilet seat covers (Standard heavy gauge) | PC | |
| 16. | Arabia showers - taps (Shatafta set or its | PC | |
| 17. | Toilet indicator Bolt door lock set | PC | |
| 18. | Single rob hook | PC | |

| | | | |
|---|---|----|--|
| 19. | 1.5 Bowl stainless steel sink & Drainer | PC | |
| 20. | Chrome plated brass kitchen mixer tap, ¼ turn cartridge technology, swivel spout. | PC | |
| 21. | Soap dispenser 1500ml complete with screws (white med clinics or equivalent) | PC | |
| Grand unit cost summation inclusive of 16% VAT and transport cost to GDC Nairobi Office, Kawi House. | | | |

SCHEDULE 2B: PLUMBING MATERIALS FOR CENTRAL RIFT OFFICE

| No. | Item Description | UoM | Unit Cost (Inclusive of VAT) & delivery/transport cost to GDC Nakuru Office |
|---|--|------------|--|
| 1. | Cobra mixer taps | PC | |
| 2. | Flexible pipes | PC | |
| 3. | Gate valves | PC | |
| 4. | PVC waste pipes assorted | PC | |
| 5. | Taps - assorted | PC | |
| 6. | Thread seal tapes | PC | |
| 7. | Pop rivets | PKT/PC | |
| 8. | Rivet gun | PC | |
| 9. | Cisterns assorted | PC | |
| 10. | Water closets assorted | PC | |
| 11. | Urinal bowls and accessories | PC | |
| 12. | Kitchen sinks assorted | PC | |
| 13. | Toilet seat covers (Standard heavy gauge) | PC | |
| 14. | Arabia showers - taps (Shatafta set or its | PC | |
| 15. | Single rob hook | PC | |
| 16. | Soap dispenser 1500ml (white med clinics or | PC | |
| 17. | Door but hinges (Brass plated 4" | PAIR | |
| 18. | Screws Brass plated 1.5" Normal | PKT | |
| 19. | Barrel cylinder (Chrome plated) 3 Lock lever | PC | |
| 20. | Complete Door lock (Brass plated) 3 Lock | PC | |
| 21. | Pillar Taps | PC | |
| Grand unit cost summation inclusive of 16% VAT and transport cost to Nakuru Office, Polo Centre. | | | |

SCHEDULE 2C: PLUMBING MATERIALS FOR NORTH RIFT OFFICE

| No. | Item Description | UoM | Unit Cost (Inclusive of VAT) delivery/transport cost to GDC Nakuru Office |
|--|--|------------|--|
| 1. | Cobra mixer taps | PC | |
| 2. | Toilet seat covers (Standard heavy | PC | |
| 3. | Arabia showers - taps (Shatafta set or its | PC | |
| 4. | Single rob hook | PC | |
| 5. | Soap dispenser 1500ml (white med clinics | PC | |
| 6. | Door but hinges (Brass plated 4" | PC | |
| 7. | Screws Brass plated 1.5" Normal | PKT | |
| 8. | Barrel cylinder (Chrome plated) 3 Lock | PC | |
| 9. | Complete Door lock (Brass plated) 3 | PC | |
| 10. | Pillar Taps | PC | |
| 11. | Siphons - low level push button type | PC | |
| Grand unit cost summation inclusive of 16% VAT and transport cost to Nakuru, Polo Centre. | | | |

SCHEDULE 2D: PLUMBING MATERIALS FOR SOUTH RIFT OFFICE

| No. | Item Description | UoM | Unit Cost (Inclusive of VAT) & delivery/transport cost to GDC Naivasha office, Lake view estate |
|---|--|------------|--|
| 1. | Assorted Taps | PC | |
| 2. | Toilet seat covers (Standard heavy gauge) | PC | |
| 3. | Arabia showers - taps (Shatafta set or its equivalent | PC | |
| 4. | Soap dispenser 1500ml (white med clinics or equivalent | PC | |
| 5. | Door but hinges (Brass plated 4" | PC | |
| 6. | Screws Brass plated 1.5" Normal | PKT | |
| 7. | Complete Door lock (Brass plated) 3 Lock lever | PC | |
| 8. | Siphons - Low Level Button Type | PC | |
| Grand unit cost summation inclusive of 16% VAT and transport cost to GDC, Naivasha Office. | | | |

SUMMARY OF THE SCHEDULE PRICE

| NO. | SCHEDULE | TOTAL UNIT COST (INCLUSIVE OF VAT) |
|--------------------------------------|-------------|------------------------------------|
| 1 | SCHEDULE 2A | |
| 2 | SCHEDULE 2B | |
| 3 | SCHEDULE 2C | |
| 4 | SCHEDULE 2D | |
| GRAND TOTAL COST (SCHEDULE 2) | | |

LABOUR PROVISION

| Specialized Labour Description | Rate Per Person Per Day | | | |
|--------------------------------|-------------------------|----------|--------|---------|
| | Nairobi | Naivasha | Nakuru | Baringo |
| Plumber Grade I | | | | |
| Plumber Grade II | | | | |
| Unskilled | | | | |

Emergency call out: The bidder is expected to indicate the applicable daily fees for emergencies callout when required and the applicable rates for working on weekend and public holidays in the format provided below:

| Specialized Call out Description | Rate Per Person Per Day | | |
|---|-------------------------|---------------|-----------|
| | Plumber Grade | Plumber Grade | Unskilled |
| Emergency Call Out Charges (When requested) | | | |
| Weekends & Public Holiday call out Charges (When requested) | | | |

Tenderer's name (Company) _____

Signature & Rubber stamp _____

Date _____

No correction of 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.

SCHEDULE 3 –

SCHEDULE 3A: CIVIL WORKS MATERIALS FOR NAIROBI OFFICE, KAWI HOUSE.

| No. | Item Description | UoM | Unit Cost (Inclusive of VAT) & transport cost to Kawi house, Nairobi office |
|--|---|------------|--|
| 1. | Ordinary Cement | BAG | |
| 2. | Adhesive Cement | BAG | |
| 3. | Floor Tiles (As per specification & sample) | PKT/CARTON | |
| 4. | White grouting cement | KG | |
| 5. | Cover Matt | L | |
| 6. | Soft White Paint | L | |
| 7. | Sand paper P 120 | M/ROLL | |
| 8. | Assorted Painting Brushes | PC | |
| 9. | Assorted Paints | L | |
| 10. | Building Sand | TON | |
| 11. | Partitioning Boards | PC | |
| 12. | Window Blinds | SQ FT | |
| 13. | Window Rubber | FT | |
| 14. | Window Lock | PC | |
| 15. | Partitioning Glasses | SQ FT | |
| 16. | Wooden Doors Assorted | PC | |
| 17. | Doors Closer | PC | |
| 18. | Roofing Nails | KG | |
| 19. | Chip Boards | PC | |
| 20. | Soft Board | PC | |
| 21. | Gypsum Board | PC | |
| 22. | Gypsum Screws " | PKT | |
| 23. | Gypsum Screws 2" | PKT | |
| 24. | Steel Nails | PKT | |
| 25. | Studs | PC/M | |
| 26. | Channel | PC/M | |
| 27. | Fiber Tape | PC/ROLL | |
| 28. | Kitchen Sinks Assorted | PC | |
| 29. | Materials For Burglar Proofing | PC | |
| Grand unit cost summation inclusive of 16% VAT and transport cost to GDC Kawi House Office, Nairobi.. | | | |

SCHEDULE 3B: CIVIL WORKS MATERIALS FOR CENTRAL RIFT OFFICE, POLO CENTER.

| No. | Item Description | UoM | Unit Cost (Inclusive of VAT) & delivery/transport cost to GDC Nakuru Office |
|--|--|----------------|--|
| | Ordinary cement | BAG | |
| | Grouting cement | KG | |
| | Non slip ceramic floor tiles as per specification & sample | PKT/CARTON | |
| | Ceramic wall tiles as per specification | CARTON/PKT | |
| | Assorted tile spacers | PKT | |
| | Assorted iron sheets | PC/M | |
| | Assorted paints | L | |
| | Assorted paint brushes | PC | |
| | Laminated MDF boards | PC | |
| | Chip boards | PC | |
| | Assorted aluminum materials | M/FT | |
| | Assorted timber and posts | FT/M | |
| | Assorted reinforcement bars | PC/ROLL/BAG/KG | |
| | Assorted RHS rectangular hollow | PC | |
| | Assorted flat bar sections | PC | |
| | Assorted mild -steel plates | PC | |
| | Silicon Tubes | TUBE/GMS | |
| Grand unit cost summation inclusive of 16% VAT and transport cost to Nakuru, Polo Centre. | | | |

SCHEDULE 3C: CIVIL WORKS MATERIALS FOR NORTH RIFT OFFICE.

| No. | Item Description | UoM | Unit Cost (Inclusive of VAT) delivery/transport cost to GDC Nakuru Office |
|--|--|-----------|--|
| 1. | Brilliant white paint vinyl matt | L | |
| 2. | Soft white paint silk | L | |
| 3. | Clear varnish preferably crown | L | |
| 4. | Weather guard emulsion paint, Bermuda, | L | |
| 5. | Super gloss paints, Emerald - Green, Tango - | L | |
| 6. | Red oxide paints | L | |
| 7. | Painting brushes bristle -6" -4" -3" -1" | PC | |
| 8. | Rollar brushes and painters trays | PC | |
| 9. | Scrappers for painters | PC | |
| 10. | Assorted treated timber | FT/M | |
| 11. | Sadolin woodcane No 3 tick (pinotex) | L | |
| 12. | Ordinary cement | BAG | |
| 13. | Anti -termite | L | |
| 14. | Wooden doors assorted | PC | |
| 15. | Louver blades and glass | SQ FT/PC | |
| 16. | Amoured cables (assorted) | M | |
| 17. | Window glasses (Assorted) | SQ FT | |
| 18. | Building sand | TON | |
| 19. | Ballast | TON | |
| 20. | Building blocks/stones | PC/FT | |
| 21. | Partition glasses | PC/SQ FT | |
| 22. | Partition boards | PC/ SQ FT | |
| Grand unit cost summation inclusive of 16% VAT and transport cost to Nakuru, Polo Centre. | | | |

**SCHEDULE 3D: CIVIL WORKS MATERIALS FOR SOUTH RIFT OFFICE,
NAIVASHA.**

| No. | Item Description | UoM | Unit Cost (Inclusive of VAT) & delivery/transport cost to GDC Naivasha office, Lake view estate |
|---|--|------------|--|
| 1. | Brilliant white paint vinyl matt | L | |
| 2. | Soft white paint silk | L | |
| 3. | Clear varnish preferably crown | L | |
| 4. | Weather guard emulsion paints -Bermuda- | L | |
| 5. | Super gloss paints-emerald green -tango | L | |
| 6. | Red oxide paints | L | |
| 7. | Painting brushes bristle -6" -4" -3" -1" | PC | |
| 8. | Rollar brushes and painters trays | PC | |
| 9. | Scrappers for painters | PC | |
| 10. | Assorted treated timber | FT/M | |
| 11. | Sadolin woodcane no 3 tick(pinotex) | L | |
| 12. | Ordinary cement | BAG | |
| 13. | Anti -termite | L | |
| 14. | Wooden doors assorted | PC | |
| 15. | Louver blades and glass | PC/SQ FT | |
| 16. | Window glasses (Assorted) | SQ FT/PC | |
| 17. | Building sand | TON | |
| 18. | Ballast | TON | |
| 19. | Building blocks/stones | PC/SQ FT | |
| 20. | Partition glasses | SQ FT/PC | |
| 21. | Partition boards | SQ FT/PC | |
| 22. | Window blinds | SQ FT | |
| Grand unit cost summation inclusive of 16% VAT and transport cost to GDC, Naivasha Office. | | | |

SUMMARY OF THE SCHEDULE PRICE

| NO. | SCHEDULE | TOTAL UNIT COST (INCLUSIVE OF VAT) |
|--------------------------------------|-----------------|---|
| 1 | SCHEDULE 3A | |
| 2 | SCHEDULE 3B | |
| 3 | SCHEDULE 3C | |
| 4 | SCHEDULE 3D | |
| GRAND TOTAL COST (SCHEDULE 3) | | |

LABOUR PROVISION

| Specialised Labour Description | Labour | Rate Per Person Per Day | | | |
|---------------------------------------|---------------|--------------------------------|-----------------|---------------|----------------|
| | | Nairobi | Naivasha | Nakuru | Baringo |
| Technician In Construction | | | | | |
| Artisan in Building Construction | | | | | |
| Unskilled | | | | | |

Emergency call out: The bidder is expected to indicate the applicable daily fees for emergencies callout when required and the applicable rates for working on weekend and public holidays in the format provided below:

| Specilaised Call out Description | Rate Per Person Per Day | | |
|---|--------------------------------|------------------|------------------|
| | Civil Technician | Craftsman | Unskilled |
| Emergency Call Out Charges (When requested) | | | |
| Weekends & Public Holiday call out Charges (When requested) | | | |
| | | | |

SCHEDULE 4 –**SCHEDULE 4A: CARPENTRY, JOINERY AND FITTING MATERIALS FOR
NAIROBI OFFICE, KAWI HOUSE**

| No. | Item Description | UoM | Unit Cost (Inclusive of VAT) & delivery to Kawi House |
|---|---|------------|--|
| 1. | Drawer locks | PC | |
| 2. | Barrel cylinder (Chrome plated) 3 Lock lever | PC | |
| 3. | Complete Door lock (Brass plated) 3 Lock lever | PC | |
| 4. | Door butt hinges (Brass plated 4" | PAIR | |
| 5. | Screws Brass plated 1.5" Normal | PKT | |
| 6. | Door Lubricants | L/GRMS | |
| 7. | Hydraulic Door Closer | PC | |
| 8. | Screws Brass plated 1.5" Normal | PKT | |
| 9. | Cabinet Locks | PC | |
| 10. | Cabinet Handles | PC | |
| 11. | Glass Hinges | PAIR | |
| 12. | Angle Lines | PC | |
| 13. | Pedestal runners | PC | |
| 14. | Gas Lift | | |
| Grand unit cost summation inclusive of 16% VAT and transport cost to GDC, Kawi House Office. | | | |

SCHEDULE 4B: CARPENTRY, JOINERY AND FITTING MATERIALS FOR CENTRAL RIFT OFFICE, POLO CENTER.

| No. | Item Description | UoM | Unit Cost (Inclusive of VAT) & delivery/transport cost to Nakuru Polo Center |
|---|--|--------|--|
| 1. | Drawer locks | PC | |
| 2. | Barrel cylinder (Chrome plated) 3 Lock lever | PC | |
| 3. | Complete Door lock (Brass plated) 3 Lock | PC | |
| 4. | Door butt hinges (Brass plated 4" | PC | |
| 5. | Screws Brass plated 1.5" Normal | PKT | |
| 6. | Door Lubricants | L/GRMS | |
| 7. | Hydraulic Door Closer | PC | |
| 8. | Screws Brass plated 1.5" Normal | PKT | |
| 9. | Cabinet Locks | PC | |
| 10. | Cabinet Handles | PC | |
| 11. | Glass Hinges | PAIR | |
| 12. | Angle Lines | PC | |
| 13. | Pedestal runners | PC | |
| 14. | Gas Lift | | |
| Grand unit cost summation inclusive of 16% VAT and transport cost to GDC Nakuru Office, Polo center. | | | |

SCHEDULE 4C: CARPENTRY, JOINERY AND FITTING MATERIALS FOR NORTH RIFT OFFICE.

| No. | Item Description | UoM | Unit Cost (Inclusive of VAT) |
|--|------------------|-----|------------------------------|
| 1. | Drawer locks | PC | |
| 2. | Cabinet Locks | PC | |
| 3. | Angle Lines | PC | |
| 4. | Pedestal runners | PC | |
| 5. | Gas Lift | | |
| Grand unit cost summation inclusive of 16% VAT and transport cost to GDC Nakuru Office, Polo center | | | |

SCHEDULE 4D: CARPENTRY, JOINERY AND FITTING MATERIALS FOR SOUTH RIFT OFFICE, NAIVASHA

| No. | Item Description | UoM | Unit Cost (Inclusive of VAT) & delivery/transport cost to Nakuru Polo Center |
|--|--|------------|---|
| 1. | Drawer locks | PC | |
| 2. | Barrel cylinder (Chrome plated) 3 Lock lever | PC | |
| 3. | Complete Door lock (Brass plated) 3 Lock | PC | |
| 4. | Door butt hinges (Brass plated 4" | PC | |
| 5. | Screws Brass plated 1.5" Normal | PKT | |
| 6. | Door Lubricants | L/GRMS | |
| 7. | Hydraulic Door Closer | PC | |
| 8. | Screws Brass plated 1.5" Normal | PKT | |
| 9. | Cabinet Locks | PC | |
| 10. | Cabinet Handles | PC | |
| 11. | Glass Hinges | PAIR | |
| 12. | Angle Lines | PC | |
| 13. | Pedestal runners | PC | |
| 14. | Gas Lift | | |
| 15. | Partition boards assorted | PC | |
| 16. | Assorted timber | FT/M | |
| 17. | Assorted nails | KG | |
| Grand unit cost summation inclusive of 16% VAT and transport cost to GDC Naivasha Office. | | | |

SUMMARY OF THE SCHEDULE PRICE

| NO. | SCHEDULE | TOTAL UNIT COST (INCLUSIVE OF VAT) |
|--------------------------------------|-----------------|---|
| 1 | SCHEDULE 4A | |
| 2 | SCHEDULE 4B | |
| 3 | SCHEDULE 4C | |
| 4 | SCHEDULE 4D | |
| GRAND TOTAL COST (SCHEDULE 4) | | |

LABOUR PROVISION

| Specialized Labour Description | Rate Per Person Per Day | | | |
|--------------------------------|-------------------------|----------|--------|---------|
| | Nairobi | Naivasha | Nakuru | Baringo |
| Carpenter Grade I | | | | |
| Carpenter Grade II | | | | |
| Unskilled | | | | |

Emergency call out: The bidder is expected to indicate the applicable daily fees for emergencies callout when required and the applicable rates for working on weekend and public holidays in the format provided below:

| Specialized Call out Description | Rate Per Person Per Day | | |
|---|-------------------------|--------------------|-----------|
| | Carpenter Grade I | Carpenter Grade II | Unskilled |
| Emergency Call Out Charges (When requested) | | | |
| Weekends & Public Holiday call out Charges (When requested) | | | |
| | | | |

Tenderer's name (Company) _____

Signature & Rubber stamp _____

Date _____

No correction of 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.

SECTION VI- STANDARD FORMS

Notes on standard forms

Notes on the sample Forms

1. **Form of Tender** - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. **Declaration of undertaking** not to engage in Corrupt Fraudulent Practice – Bidders MUST sign, Fill & Stamp the declaration form not to engage in corrupt practices

3. **Mandatory Confidential Business Questionnaire** - Bidder MUST Fill, Sign & Stamp the questionnaire

4. **Performance Security-** The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

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

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

7.1 FORM OF TENDER

Date _____
Tender No. _____

To.....

.....

[Name and address of GDC]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. _____ *[insert numbers,* the of which is hereby duly acknowledged, wed, 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 (GDC).
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 _____

7.2 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.

| Part 1 General Business Name..... Location of Business Premises Plot No,Street/Road..... Postal addressTel No.Fax Email Nature of Business Registration Certificate No. Maximum value of business which you can handle at any one time – Kshs..... Name of your bankers..... Branch..... | | | | | | | | | | | | | | | | | | | | | | | |
|---|-------------|-----------------------------|--------|------|-------------|---------------------|--------|---------|-------|-------|-------|---------|-------|-------|-------|---------|-------|-------|-------|---------|-------|-------|-------|
| Part 2 (a) – Sole Proprietor | | | | | | | | | | | | | | | | | | | | | | | |
| Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details | | | | | | | | | | | | | | | | | | | | | | | |
| Part 2 (b) – Partnership | | | | | | | | | | | | | | | | | | | | | | | |
| Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> | | | | Name | Nationality | Citizenship details | Shares | 1. | | | | 2. | | | | 3. | | | | 4. | | | |
| Name | Nationality | Citizenship details | Shares | | | | | | | | | | | | | | | | | | | | |
| 1. | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | | | | | | | | | | |
| Part 2 (c) – Registered Company | | | | | | | | | | | | | | | | | | | | | | | |
| Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">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. | | | | | | | | | | | | | | | | | | | | | | | |
| Date..... | | Signature of Candidate..... | | | | | | | | | | | | | | | | | | | | | |

7.3 DECLARATION OF UNDERTAKING

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the Public Procurement & Disposal Act 2015.

We also underscore the importance of adhering to the law in the implementation of the project. We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country.

We also declare that our company/sub-contractors/ all members of the consortium has/have not been debarred to engage in procurement/ included in the list of sanctions.

We acknowledge that, the client is entitled to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

Dated this _____ day of _____ 20 _____

(Name of company)

(Signature(s))

7.4 PERFORMANCE SECURITY FORM

To
[*name of 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 of goods*] (hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [*amount of the guarantee in words and figure*] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [*amount of guarantee*] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

7.5 TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called “the tenderer”) has submitted its tender dated [*date of submission of tender*] for the supply, installation and commissioning of[]
(hereinafter called “the Tender”) KNOW ALL
PEOPLE by these presents that WE of
..... having our registered office at
(hereinafter called “the Bank”), are bound unto [*name of 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 tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

7.6 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 goods] and has accepted a tender by
the tenderer for the supply of those goods in the sum of [*contract
price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of
this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the 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 tender hereby covenants with the Procuring entity to provide the
goods 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
provisions of the goods and the remedying of defects therein, the Contract Price or such other
sum as may become payable under the provisions of the Contract at the times and in the manner
prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _
