



**GEOHERMAL DEVELOPMENT  
COMPANY LIMITED**

**TENDER FOR SUPPLY, DELIVERY & INSTALLATION OF ICT NETWORKING  
EQUIPMENT AND LICENCES**

**GDC/ICT/OT/026/2017:2018**

**CLOSING DATE AND TIME: 11TH DECEMBER, 2017 AT 2.00 PM**

**Geothermal Development  
Company Ltd  
P.O. Box 100746-00101  
NAIROBI  
Website: [www.gdc.co.ke](http://www.gdc.co.ke)**

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**SECTION I INVITATION TO TENDER**  
**DATE: 21<sup>ST</sup> NOVEMBER, 2017**

**TENDER REF NO.** (GDC/ICT/OT/026/2016-2017)  
**TENDER NAME** (TENDER FOR THE SUPPLY OF ICT NETWORKING EQUIPMENTS AND LICENCES)

- 1.1 The Geothermal Development Company Limited invites sealed bids from eligible suppliers **for the supply of ICT networking equipment and licenses** whose specifications are detailed in the tender document.
  - 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](http://www.gdc.co.ke) or <http://supplier.treasury.go.ke> free **of charge or at no cost**. Bidders who download the tender document from the website **MUST** forward their particulars immediately for records and any further tender clarifications and addenda to addresses provided at the appendix to instruction to tenderers.
  - 1.4 Tenders **MUST** be accompanied by an original Tender Security of **Kshs. 200,000.00** in the form specified 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 Friday **11<sup>th</sup> December 2017 at 2.00pm (1400Hrs)**
- 1.6 Prices quoted should be net inclusive of all taxes, delivery & installation costs and must be in Kenya Shillings or easily convertible currency and shall remain valid for 120 days from the closing date of the tender.
  - 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 in Nairobi, Ground Floor boardroom.

**MANAGER, SUPPLY CHAIN**

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 GDC employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the GDC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods**

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

### **2.3 Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and GDC, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/= or free of charge for bidders that download the tender document from GDC Website [www.gdc.co.ke](http://www.gdc.co.ke)
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

### **2.4 The Tender Document**

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

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Securing Bid Declaration Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Confidential Business Questionnaire
- (xii) Declaration of undertaking not to engage in corrupt practice.
- (xiii) Manufacturer authorization letter

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

## 2.5 Clarification of Documents

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

2.5.2 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.

## 2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, 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 amendment.

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

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

## 2.7 Language of Tender

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

## **2.8 Documents Comprising of Tender**

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
  - (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
  - (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**

- 2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## **2.10 Tender Prices**

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

## **2.11 Tender Currencies**

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

## **2.12 Tenderers Eligibility and Qualifications**

- 2.12.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to GDC satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the GDC satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by GDC; and
- (c) a clause-by-clause commentary on the GDC Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

1.8 Tenders MUST be accompanied by an original Tender Security of **Kshs. 200,000.00** in the form specified in the appendix to instruction to tenderers.

2.14.1 The tender security is required to protect GDC against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.2 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by GDC as non-responsive, pursuant to paragraph 2.22

## 2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for **120** days or as specified in the Invitation to Tender after the date of tender opening prescribed by GDC, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by GDC as non-responsive.

2.15.2 In exceptional circumstances, 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 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.16 **Format and Signing of Tender**

2.16.1 Bidders 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.

2.16.2 The original and the copy of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

## 2.17 **Sealing and Marking of Tenders**

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to GDC at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **Monday 11<sup>th</sup> December 2017 at 2.00pm (1400Hrs)**

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

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



## **2.18 Deadline for Submission of Tenders**

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Monday 11<sup>th</sup> December 2017 at 2.00pm (1400Hrs)**.
- 2.18.2 GDC may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.19 Modification and Withdrawal of Tenders**

- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 GDC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 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.

## **2.20 Opening of Tenders**

- 2.20.1 GDC will open all tenders in the presence of tenderers' representatives who choose to attend on **Monday 11<sup>th</sup> December 2017 at 2.00pm (1400Hrs)** and in the location specified in the Invitation to Tender.

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

- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as GDC, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 GDC will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

- 2.21.1 To assist in the examination, evaluation and comparison of tenders 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 of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence GDC in their tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination**

- 2.22.1 GDC will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 GDC may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by GDC and may not subsequently be made responsive by the tenderer by correction of the non conformity.

## **2.23 Conversion to Single Currency**

- 2.23.1 Where other currencies are used, GDC will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.24 Evaluation and Comparison of Tenders**

- 2.24.1 GDC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

## **2.25 Preference**

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.26 Contacting the Procuring entity**

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

2.26.2 Any effort by a tenderer to influence GDC in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **2.27 Award of Contract**

### **(a) Post-qualification**

2.27.1 In the absence of pre-qualification, 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.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as GDC deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event 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**

2.27.4 GDC will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

### **(c) Procuring entity's Right to Vary quantities**

2.27.5 GDC reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Procuring entity’s Right to Accept or Reject Any or All Tenders**

2.27.6 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

**2.28 Notification of Award**

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

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

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

**2.29 Signing of Contract**

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

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

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

**2.30 Performance Security**

2.30.1 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.

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

**2.31 Corrupt or Fraudulent Practices**

2.31.1 GDC requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of GDC, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive GDC of the benefits of free and open competition;

2.31.2 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.

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

## Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is open & eligible to all suppliers of <b>ICT Networking Equipment and Licenses</b>
2.3.2	A complete set of the tender document may be obtained by interested firms upon payment of a non-refundable fee of <b>Kshs.1000</b> each payable to our accounts office in cash or by banker's cheque. The document can also be viewed and downloaded from the website <a href="http://www.gdc.co.ke">www.gdc.co.ke</a> or <a href="http://supplier.treasury.go.ke">http://supplier.treasury.go.ke</a> free <b>of charge or at no cost</b> . Bidders who download the tender document from the website <b>MUST</b> forward their particulars immediately for records and any further tender clarifications and addenda.
2.5.1	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: 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: <a href="mailto:procurement@gdc.co.ke">procurement@gdc.co.ke</a> Copy to: <a href="mailto:dkyaka@gdc.co.ke">dkyaka@gdc.co.ke</a> & <a href="mailto:pkapto@gdc.co.ke">pkapto@gdc.co.ke</a>  One copy to: - Manager, Information, Communication & Technology Geothermal Development Company Limited, Kawi House, South C Bellevue ,Off Mombasa Road, Red Cross Road P.O. Box 100746 – 00101 Nairobi, Kenya E-mail: <a href="mailto:csitonik@gdc.co.ke">csitonik@gdc.co.ke</a> 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.
2.5.4	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.
2.10.2	The prices should include all taxes, delivery & installation cost to <b>GDC Nairobi, Kawi House.</b>
2.11.1	Prices quoted shall be in Kenya Shillings
2.14.1	The tenderer shall furnish a tender security in the amount of Ksh 200,000 in the form of insurance/bank guarantee valid for a period of 150 days from the date of tender opening.
2.15.1	The tender validity period is <b>120 days</b> from the date of tender opening. A tender valid for a shorter period shall be considered as non-responsive and shall be rejected.
2.18.1	The tender Closing date is on; <b>Monday 11<sup>th</sup> December 2017 at 2.00pm (1400hrs)</b>

2.22.1

**Tender Evaluation Criteria**

**Stage One (1) – Mandatory Evaluation Requirements**

At the preliminary evaluation stage, the following mandatory requirements that determines a bidder's responsiveness will be assessed :-

No.	Requirement	Yes	No
1.	Dully filled, Signed & Stamped Tender Form & Price Schedules		
2.	Original Tender Security in the amount of Ksh 200,000 in the form of insurance/bank guarantee valid for a period of 150 days from the date of tender opening.		
3.	Certificate of Incorporation/ Registration in Kenya		
4.	Tax compliance certificate valid at the time of opening, the certificate shall be verified from KRA tax checker.		
5.	Attach Copy of Valid Single Business Permit		
6.	Evidence of physical address – (must be inclusive of email address, Telephone and physical location)-Provide a duly signed letter detailing the address and location.		
7.	Duly filled and signed Confidential Business Questionnaire		
8.	Dully filled, signed & stamped declaration of undertaking not to engage in corrupt fraudulent practice		

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

**Stage Two (2) – Technical Evaluation Requirements**

- i. All products/devices and licenses supplied **MUST** be genuine- Tenderers to provide undertaking letter in company's letter head duly signed and stamped by an authorized person that the products and license supplied shall be genuine and defect free and should not have physical damage and is not refurbished. In case of substandard products or dissatisfaction on the part of GDC, the supplier shall bear costs of replacing the products.
- ii. Bidders **MUST** provide **manufacturer's authorization letters for each schedule quoted for except for schedule four (4).**
- iii. Tenderers quoting for schedule three (3) **MUST** have a local presence in Nairobi for technical support- Tenderers to provide contact details and physical address and names of contact persons in company's letter head duly signed and stamped by an authorized person.
- iv. Tenderers to provide undertaking letter in company's letter head duly signed and stamped by authorized person for warranty assurance for;
  - ❖ Schedule 1, 2 & 3 – Minimum of two (2) years of warranty assurance
  - ❖ Schedule 5- Minimum of fifteen (15) – twenty five (25) years of warranty assurance
- v. Tenderers must provide brochures/catalogues for each schedule quoted for depicting compliance to specifications.

	<p>vi. Tenderers to fill the bidder's response column in the specification with either Yes (Y) or No (N) to depict compliance or non-compliance to specifications. Failure to fill the bidder's response column will result in disqualification.</p> <p><b>NB:</b> Bidders who will not meet the above requirements will be declared non-responsive and their bids will not be evaluated further.</p> <p><b>Stage Three (3) – Financial Evaluation Requirements</b></p> <p>i. The bids will be checked for costing of all items per full schedule including payment terms.</p> <p>ii. The lowest evaluated tenderer per complete schedule shall be recommended for award.</p> <p>iii. Incomplete schedule shall be declared non-responsive</p> <p>iv. Price quoted shall be inclusive of all taxes, delivery &amp; installation cost.</p> <p>v. 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.</p>
2.27	Each complete schedule shall be evaluated and awarded separately.
2.28.1	The unsuccessful tenderers will be notified on the outcome of the tender at the same time the successful tenderer is notified.
2.29.1	The performance security shall be 10% of the contract sum issued by a Kenya Bank and valid for 30 days beyond the contract period.



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

### **3.1 Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

### **3.3 Country of Origin**

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

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

### **3.4 Standards**

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

### **3.5 Use of Contract Documents and Information**

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

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

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

### 3.6 **Patent Rights**

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

### 3.7 **Performance Security**

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

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### 3.8 **Inspection and Tests**

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

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

### **3.9 Packing**

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

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

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

### **3.12 Payment**

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

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

### **3.13 Prices**

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

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

### **3.14. Assignment**

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

### **3.15 Subcontracts**

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

### **3.16 Termination for default**

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

(a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

### **3.17 Liquidated Damages**

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.18 Resolution of Disputes**

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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.1 definitions	The Purchaser is The Geothermal Development Company Limited Kawi House, South C P. O Box 100746-00101, Nairobi, Kenya. It includes the Purchaser's legal representative's successors or assigns.
3.7.1 Performance Security	The performance security shall be 10% of the contract sum issued by a Kenya Bank and valid for 30 days beyond the contract period.
3.10.1 Delivery	The delivery period for items shall be <b>30 days</b> or less after issue of LPO. It is GDC's desire to have the items delivered within the shortest time possible. Any tenderer with a delivery period exceeding <b>30 days</b> will be disqualified. Partial delivery shall not be accepted. <b>Note</b> i) Delivery & installation shall be to <b><u>Nairobi, Kawi House, Nakuru &amp; Naivasha office</u></b>
3.12.1 <i>Payment Terms &amp; Conditions</i>	Payment shall be thirty (30) days after receipt of certified invoice and delivery notes at GDC offices
3.13 Prices	i) <b>Prices quoted should be net inclusive of all taxes and delivery &amp; installation costs, must be in Kenya Shillings.</b> <b><u>No correction of arithmetic errors.</u></b> 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.
3.18.1 Resolution of Disputes	If any dispute or difference of any kind arises between the Parties in connection with this Agreement or the breach, termination or validity hereof (a "Dispute") it shall be referred to arbitration under the Arbitration Act, 1995. The arbitration shall be by one arbitrator mutually chosen by both parties and his decision shall be final and binding on the parties.
Notices:	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; For the Procuring Entity:  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>Any notice given under the Agreement shall be in writing and may be served:</p> <ul style="list-style-type: none"><li>i. personally;</li><li>ii. by registered or recorded delivery mail;</li><li>iii. by e-mail, telex or facsimile transmission (the latter confirmed by telex or post); or</li><li>iv. by any other means which any party specifies by notice to the others.</li></ul> <p>Notice shall be deemed to have been served:</p> <ul style="list-style-type: none"><li>i. if it was served in person, at the time of service;</li><li>ii. if it was served by post, 72 hours after it was posted; and</li><li>iii. If it was served by e-mail, telex or facsimile transmission, at the time of transmission.</li></ul>
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## **SECTION V - TECHNICAL SPECIFICATIONS**

### **5.1 General**

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
  - (i) Shortest possible delivery period of each product



## **SECTION VI – SCOPE OF WORK**

GDC would like to procure a core network switches, Network Access switches, Wireless LAN Controller and Access points, Renew SolarWinds licenses for a period of one (1) year and Category 6e Indoor LAN Cables.

- The core switches shall be configured for GDC Head office at KAWI House, Nairobi and GDC Nakuru office at Polo Center.
- The access switches will be delivered at GDC KAWI House office
- The Wireless LAN controller shall be installed at GDC KAWI House office and the access point shall be installed in Nairobi, Naivasha and Nakuru offices. The controller shall manage all the access points.
- SolarWinds server is in the Nairobi office
- Category 6e Network cables to be delivered in Nakuru (GDC Polo Center)

**SECTION –VII - SCHEDULE OF REQUIREMENTS**

**SCHEDULE I - SUPPLY AND CONFIGURATION OF CORE SWITCHES  
(QUANTITY TWO (2))**

<b>CORE SWITCH SPECIFICATIONS (Minimum requirements)</b>			
<b>NO.</b>	<b>Description</b>	<b>GDC Requirements</b>	<b>Bidders Response</b>
1.	Quantity	2 units	
2.	Make	Specify	
3.	Model	Specify	
4.	Enclosure Type	Rack-Mountable -1U	
5.	Ports	24 x SFP+ Ports	
6.	Network Management Interface	<ul style="list-style-type: none"> <li>• Ethernet management port: RJ45 connectors, 4-pair cat-5 UTP cabling</li> <li>• Management console port: RJ-45-to-DB9 cable for PC connections</li> </ul>	
7.	Available power over Ethernet	None	
8.	Switching capacity	320Gbps	
9.	Maximum stacking number	Up to 9 switches with same IOS feature set in same series	
10.	Stack Bandwidth	480Gbps	
11.	Forwarding performance	454.55Mpps	
12.	FNF entries	48,000 flows	
13.	Maximum VLANs IDs	1,000	
14.	MAC Address Table size	32K	
15.	CPU	Multicore CPU	
16.	RAM	4GB	
17.	Flash Memory	4GB	
<b>Expansion / Connectivity</b>			
18.	Console ports	USB (Type-B), Ethernet (RJ-45)	
19.	Expansion Slot(s)	1 Network module slot and 1 power redundant slot	
20.	Network Modules	4 x 1G uplinks network module	
21.	Stacking cable	STACK-T1-1M Stack Wise stacking cable with a 1.0 m length	
22.	Stack power cable	Stack power cable with a 30 cm length	
23.	Power Supply	PWR-C1-715WAC	
24.	Power Device	Power Supply – redundant – plug-in module	
25.	Voltage Range	100V – 240V	
26.	Power Consumption of standalone (in Watts)	205.5 (Max)	

		<b>Miscellaneous</b>	
27.	Rack Mounting Kit	Include	
28.	MTBF in hours	307,990	
		<b>System Software/ License</b>	
29.	System Software	IOS IP Base (Upgradable)	
30.	Energy Wise License	ENERGY-MGMT, ENERGY-MGT-100-K9	
31.	Software license	IP Base to IP Services	
32.	Features	<ul style="list-style-type: none"> <li>• RPS Support, Jumbo Frames, VLANS, Voice, Vlan, VTPv2, CDPv2, LLDP, 802.3 ad LACP and PAgP</li> <li>• HSRP, VRRP,BLGP, RIPv1, v2 EIGRP, PIM OSPF, OSPFv3, EIGRPv6, BGPv4, IS-ISv4, VRF-lite, PIM-SM/DM</li> </ul>	
33.	Advanced Network Security	<ul style="list-style-type: none"> <li>• Port security, DHCP snooping, Dynamic ARP inspection (DAI), IP source guard, The Unicast Reverse Path Forwarding (uRPF)</li> <li>• Secure Shell (SSH) Protocol, Kerberos, and Simple Network Management Protocol Version 3 (SNMPv3)</li> </ul>	
34.	Management	Specify (State to comply to the quoted Core Switch model)	
35.	Technical Support and Services	SMARTnet Service, Smart Foundation Service, SP Base Service, Focused Technical Support Services	
		Environmental Ranges	
		With AC power supply Operating environment and altitude	
36.	Operating temperature up to 5000 ft (1500 m)	23°F to 113°F (-5°C to +45°C)	
37.	Operating temperature up to 10,000 ft (3000 m)	23°F to 104°F (-5°C to +40°C)	
38.	Short – term exception at sea level with single fan failure	23°F to 113°F (-5°C to +45°C)	
39.	Short-term exception up to 5000 feet (1500 m)	23°F to 122°F (-5°C to 50°C)	
40.	Short-term exception up to 10,000 feet (3000 m)	23°F to 113°F (-5°C to +45°C)	
41.	Storage environment	-40°F to 160°F (-40°C to 70°C)	
42.	Operating Altitude	Up to 13,000 feet (Up to 4000 Meters)	

43.	Storage Altitude	Up to 15,000 (Up to 4573 Meters)	
44.	Operating relative humidity	10% to 95% noncondensing	
45.	Storage relative humidity	10% to 95% noncondensing	

**NB:**

- **Deliveries for the core switch are to be done to GDC Store at Kawi House-Nairobi**

**SCHEDULE II - SUPPLY ACCESS SWITCHES (QUANTITY TWENTY FIVE (25))**

**LAYER 2&3 ETHERNET ROUTING/SWITCHING DEVICES**

<b>Description</b>	<b>GDC Requirements</b>	<b>Bidders Response</b>
<b>Make</b>	<b>Specify</b>	
<b>Model No.</b>	<b>Specify</b>	
<b>Quantity</b>	<b>25 Units</b>	
Link and Uplink Ports	24 10/100 Fast Ethernet ports 24 port support both IEEE 802.3af POE and IEEE 802.3at <b>POE+</b> plus 2 Combo 10/100/1000BASE-SFP ports capable of supporting gigabit and low speed SFPs	
Management	Console and Web based Configuration capability RJ 45 Console configuration ports	
AC / DC Support	Yes	
Stacking bandwidth (full stack of 8 units)	320 Gbps	
QoS precedence	8 per ASIC	
QoS rules per ASIC	128 rules per precedence	
Dimensions	Rack Mountable	
VLANs	256	
Multi-Link Trunking (MLT), Distributed Multi-Link Trunking (DMLT), and Link Aggregation (LAG) groups	32	
Maximum MAC Learning rate on an MLT trunk	500 new MAC addresses per second	
Links or ports for MLT, DMLT or LAG	8	
Spanning Tree Group instances (802.1s)	8	
DHCP Snooping table entries	1024	
Power Specifications	200 – 240 VAC , 4.3 - 8.5 watts	
Measured 100% Throughput power (Max 15.4 PoE Loads)	99	

## Layer 2

ARP entries (local, static & dynamic)	1792	
Local ARP Entries (local IP interfaces)	256	
Static ARP entries	256	
Dynamic ARP entries	1280	
IPv4 route entries (local, static & dynamic)	512	
Static routes	32 (configurable 0-32)	
Local routes	64 (configurable up to 2-256)	
Dynamic routes (RIP & OSPF)	416 (configurable up to 510)	
Dynamic routing interfaces (RIP & OSPF)	64	
OSPF areas	4 (3 areas plus area 0)	
OSPF Adjacencies	16	
OSPF Link State Advertisements	10,000	
OSPF Virtual Links	4	
VRRP Instances	256	

## Layer 3

Management routes	4	
UDP Forwarding entries	128	
DHCP relay entries	256	
DHCP relay forward paths	512	
Miscellaneous		
IGMP multicast groups	512	
802.1x (EAP) clients per port, running in MHMA	32	
802.1x (NEAP) clients per switch/stack	384	
802.1x (EAP & NEAP) clients per switch/stack	768	
LLDP Neighbors per port	16	
LLDP Neighbors	800	
RMON alarms	800	

RMON events	800	
RMON Ethernet statistics	110	
RMON Ethernet history	249	
Warranty	2 years	

- **Deliveries for the access switches are to be done to GDC Store at Kawi House-Nairobi**

### SCHEDULE III - SUPPLY AND CONFIGURATION OF WIRELESS LAN CONTROLLER AND ACCESS POINTS

Geothermal Development Company would like to install Wireless Local Area Network (WLAN) system that will have a centralized controller managing Access Points (AP) across all GDC branch offices (Nairobi, Naivasha and Nakuru). This should ensure a reliable WLAN solution for GDC with separate internet access for Staff and guests. The centralized management is to enhance security and improve reliability with same WLAN access policies across all branch offices.

<b>WLAN Controller   Quantity = 1</b>	
<b>Description</b>	<b>Bidders Response</b>
The mobility controller should be able to optimize cloud services and secure enterprise applications for hybrid WAN at branch offices	
The controller should be able to combine wireless, wired and hybrid WAN services	
The controller should be able to support up to campus 64 access points in a distributed architecture design, with multiple sites in different locations controlled and managed from a single location	
The controller should have up to 8 combo Ethernet ports for LAN Connectivity	
The controller should feature integrated WAN compression, health checks	
The controller should support zero-touch configuration	
The controller should support policy based routing	
The controller should be able to unify policy management with third-party security services, to enable simple and secure creation of a digital workplace experience in the head office an branch locations	
The controller should support upto 4096 concurrent users, 64 remote access points, 4094 vlans, 65,536 active firewall sessions,1024 concurrent GRE tunnels,2048 concurrent IPsec sessions,2048 mobility access switch tunnel-node ports	
The controller should have a firewall throughput of 8Gbps	
The controller should support an encrypted throughput of 2.4 Gbps through 3DES and AES-CBC, 4 Gbps through AES-CCM	
The controller should support an 8 combo Gigabit Ethernet ports ( GBIC or SFP), have a USB 2.0 port, have a console port, have an out-of-band management port	



The controller should perform stateful firewall policy enforcement at upto 8Gbps, have an integrated stateful firewall	
The controller offer secure VPN connectivity as well as 3G/4G	
LTE cellular failover	
The controller should offer threat management with content filtering and local bridging based on end-user application or IT traffic forwarding requirements, should support a mobility firewall with AppRF technology, with Deep packet inspection for over 1500 applications (including cloud and web based services e.g. Skype for business, SharePoint, as well as encrypted	
The controller should offer flexible licensing capabilities	
The controller should support basic access point licensing	
The controller should support radio frequency interference protection	
The controller should be able to offer wireless intrusion detection and intrusion prevention.	
<b>NOTE: (i) The controller should be licensed adequately for all the supplied Access Points and with policy enforcement per Access Point license included.</b> <b>(ii) Highlight on the attached brochure the minimum requirements</b>	
<b>Indoor Access Points – Nairobi Office   Quantity = 12</b>	
The access point should offer a maximum concurrent data rate of 1300 Mbps in the 5GHz band and 400 Mbps in the 2.4GHz band and offer an aggregate peak data rate of 1.7 Gbps	
The access point must be of 802.11ac wave 2 standard	
The access points must support multi-user MIMO (MU-MIMO) and 3 spatial streams	
The access points must include Client Match technology with 3x3:2 MU-MIMO client awareness	
The access points must have integrated Bluetooth beacons in them	
The access points must have dual 802.11ac radios	
The access points must support Advanced Cellular Coexistence (ACC) to minimize interference from 3G/4G cellular networks	
The access points must support adaptive radio management	

The access point should have the ability of operating as either standalone access points or as controller managed access points	
The access points should have the capability of operating as an air monitor for radio frequency interference protection	
The access point should support Intelligent Power Monitoring	
The access points should be PoE powered but with a capability of using a power adaptor as well	
The access points should support the following Wi-Fi standards; 802.11 a/b/g/n/ac	
The access points should support upto 16 SSIDs	
The access point should have the capability to support upto 256 associated clients per radio	
The access points should have 4 integrated down tilt dual band antennas	
The access points should support jumbo frames on uplink	
The access point should have a proprietary console port	
The access point should have an Ethernet uplink port	
<b>Indoor Access Points – Nakuru Office   Quantity = 10</b>	
<ul style="list-style-type: none"> <li>• The access point should offer a maximum concurrent data rate of 1733 Mbps in the 5GHz band and 400 Mbps in the 2.4GHz band</li> <li>• The access point should offer an aggregate peak data rate of 2.1 Gbps</li> <li>• The access point must be of 802.11ac wave 2 standard</li> <li>• The access points must support multi-user MIMO (MU-MIMO) and 4 spatial streams</li> <li>• The access points must include Client Match technology with 4x4:4 MU-MIMO client awareness</li> <li>• The access points must have integrated Bluetooth beacons in them</li> <li>• The access points must have dual 802.11ac radios</li> <li>• The access points must support Advanced Cellular Coexistence (ACC) to minimize interference from 3G/4G cellular networks</li> <li>• The access points must support adaptive radio management</li> <li>• The access point should have the ability of operating as either standalone access points or as controller managed access points</li> <li>• The access points should have the capability of operating as an air monitor for radio frequency interference protection</li> </ul>	

<ul style="list-style-type: none"> <li>• The access point should support Intelligent Power Monitoring</li> <li>• The access points should be PoE powered but with a capability of using a power adaptor as well</li> <li>• The access points should support the following Wi-Fi standards; 802.11 a/b/g/n/ac</li> <li>• The access points should support upto 16 SSIDs</li> <li>• The access point should have the capability to support upto 256 associated clients per radio</li> <li>• The access points should have 4 integrated down tilt dual band antennas</li> <li>• The access points should support jumbo frames on uplink</li> <li>• The access point should have a proprietary console port</li> <li>• The access point should have an Ethernet uplink port</li> </ul>	
<p><b>Outdoor Access Points – Naivasha Office   Quantity = 1</b></p>	
<ul style="list-style-type: none"> <li>• The access point should offer a maximum concurrent data rate of 1.3 Mbps in the 5GHz band and 600 Mbps in the 2.4GHz band</li> <li>• The access point must be of 802.11ac standard</li> <li>• The access points must support multi-user MIMO (MU-MIMO) and 3 spatial streams</li> <li>• The access points must include Client Match technology with 3x3:3 MU-MIMO client awareness</li> <li>• The access points must have dual 802.11ac radios</li> <li>• The access points must support Advanced Cellular Coexistence (ACC) to minimize interference from 3G/4G cellular networks</li> <li>• The access points must support adaptive radio management</li> <li>• The access point should have the ability of operating as either standalone access points or as controller managed access points</li> <li>• The access points should have the capability of operating as an air monitor for radio frequency interference protection</li> <li>• The access point should support Intelligent Power Monitoring</li> <li>• The access points should be PoE powered but with a capability of using a power adaptor as well</li> <li>• The access points should support the following Wi-Fi standards; 802.11 a/b/g/n/ac</li> <li>• The access points should support upto 16 SSIDs</li> <li>• The access point should have the capability to support upto 255 associated clients per radio</li> <li>• The access points should have 6 integrated down tilt dual band antennas</li> <li>• The access points should support jumbo frames on uplink</li> </ul>	

<ul style="list-style-type: none"> <li>• The access point should have a micro USB console port</li> <li>• The access point should have 2 Ethernet uplink ports</li> </ul>	
<b>Support</b>	
<ul style="list-style-type: none"> <li>• 1 year Next Business Day support for hardware as well as 1 year 24x7 support for the controller licenses should be quotes as well</li> </ul>	
<b>Training</b>	
<ul style="list-style-type: none"> <li>• Training for 4 administrators should be included within the country, to cover management and administration of the solution</li> </ul>	
<b>Installation and Configuration Charges</b>	
<ul style="list-style-type: none"> <li>• Include installation charges for: <ul style="list-style-type: none"> <li>a. Five (5) indoor devices in Nairobi</li> <li>b. One (1) Outdoor device in Naivasha</li> <li>c. Five (5) indoor devices in Nakuru</li> </ul> </li> </ul>	

- **Deliveries and installation are to be done to GDC office at Kawi House-Nairobi , Polo Centre in Nakuru and Naivasha office**

**SCHEDULE IV – RENEWAL OF SOLARWINDS LICESES MAINTENANCE FOR A PERIOD OF ONE (1) YEAR**

<b>No.</b>	<b>Description</b>	<b>Bidders Response</b>
1.	SolarWinds Web Help Desk per License (6 to 10 named Users) Annual Maintenance Renewal	
2.	SolarWinds Network Performance Monitor SL2000 (up to 2000 elements) Annual Maintenance Renewal	
3.	SolarWinds Net flow Traffic Analyzer Module For SolarWinds Network Performance Monitor SL2000 – License with 1 <sup>st</sup> year maintenance.	

**SCHEDULE V – SUPPLY OF UNSHIELDED TWISTED PAIR (UTP) CABLES CATEGORY 6**

Ethernet category 6 in door LAN cable with the following specifications.

<b>UTP CATEGORY 6 CABLE</b>			
<b>No.</b>	<b>Description</b>	<b>Characteristics</b>	<b>Bidders Response</b>
1.	Quantity	<b>50 boxes (305Meters (1000feet) Reelex)</b>	
2.	Highlights	<ul style="list-style-type: none"> <li>• Supports all applications designed to operate over category 6 or lower rated systems</li> <li>• Sequential measurement markings on jacket</li> <li>• Category 6 performance and tested to 550 MHZ</li> </ul>	
3.	Cable Construction	<ul style="list-style-type: none"> <li>• UTP</li> <li>• 0.55mm (0.022 in.) (23 AWG) solid bare copper</li> <li>• 6.20mm (0.24 in.) max jacket diameter</li> <li>• Round jacket, Flame retardent, Low Smoke Zero Halogen</li> <li>• Center isolation member</li> <li>• Conductor Insulation: Solid High Density Polyethylene</li> <li>•</li> </ul>	
4.	Compliance	<ul style="list-style-type: none"> <li>• ISO/IEC 11801:2002 (Category 6)</li> <li>• ANSI/TIA-568-C.2</li> <li>• IEC 61156-5:2002 (Category 6)</li> <li>• LS0H:IEC 60332-3-24, IEC 60332-3-25, IEC 60754-2, IEC 61034 and UL 444</li> </ul>	
5.	Applications Support	<ul style="list-style-type: none"> <li>• 10BASE-T</li> <li>• 100BASE-T</li> <li>• 1000BASE-T</li> <li>• IEEE 802.3 af (PoE)</li> <li>• IEEE 802.3atPoE<sup>+</sup></li> </ul>	
6.	Electrical specifications	<ul style="list-style-type: none"> <li>• DC resistance - &lt;7.32Ω/100m</li> <li>• DC Resistance unbalance – 5%</li> <li>• Mutual Capacitance 5.6 nF/100m</li> <li>• Capacitance Unbalance - &lt;160 pF/100m</li> <li>• NVP – 68%</li> <li>• Delay Skew - ≤35ns</li> </ul>	

- **Deliveries for the UTP CATEGORY 6 CABLE are to be done to GDC Store at Kawi House-Nairobi**

## SECTION VIII - PRICE SCHEDULE

### SCHEDULE ONE (1)

No.	Item Description	Qty	UoM	Unit Price in Kshs	Total Price in Kshs.
1.	Core Switches	2	Pcs		
	<b>Add 16% VAT</b>				
	<b>Grand Total Price inclusive of 16% VAT (Kshs)</b>				

### SCHEDULE TWO (2)

No.	Item Description	Qty	UoM	Unit Price in Kshs	Total Price in Kshs.
1.	Access Switches	25			
	<b>Add 16% VAT</b>				
	<b>Grand Total Price inclusive of 16% VAT (Kshs)</b>				

### SCHEDULE THREE (3)

No.	Item Description	Qty	UoM	Unit Price in Kshs	Total Price in Kshs.
1.	Wireless Lan Controller	1	pc		
2.	Indoor Access Points – Nairobi Office	12	pcs		
3.	Indoor Access Points – Nakuru Office	10	pcs		
4.	Outdoor Access Points – Naivasha Office	1	pc		
5.	One (1) year support for hardware as well as one (1) year 24x7 supports for the controller licenses should be quotes for.	1	Item		
6.	Training of 4 administrators in Nairobi	4	Number		
7.	Installation and Configuration Charges for indoor services in Nairobi	5	Units		
8.	Installation and Configuration Charges for indoor services in Nakuru	5	Units		
9.	Installation and Configuration Charges for outdoor services in Naivasha	1	Unit		
	<b>Add 16% VAT</b>				
	<b>Grand Total Price inclusive of 16% VAT (Kshs)</b>				

**SCHEDULE FOUR (4)**

<b>No.</b>	<b>Item Description</b>	<b>Unit Price in Kshs</b>	<b>Total Price in Kshs.</b>
1.	Solar Winds Web Help Desk per License (6 to 10 named Users) Annual Maintenance Renewal		
2.	Solar Winds Network Performance Monitor SL2000 (up to 2000 elements) Annual Maintenance Renewal		
3.	Solar Winds Net flow Traffic Analyzer Module For Solar Winds Network Performance Monitor SL2000 – License with 1 <sup>st</sup> year maintenance.		
	<b>Add 16% VAT</b>		
	<b>Grand Total Price inclusive of 16% VAT (Kshs)</b>		

**SCHEDULE FIVE (5)**

<b>No.</b>	<b>Item Description</b>	<b>Qty</b>	<b>UoM</b>	<b>Unit Price in Kshs</b>	<b>Total Price in Kshs.</b>
1.	UTP CATEGORY 6 CABLE	50 boxes (305Meters (1000feet) Reelex)	Boxes		
	<b>Add 16% VAT</b>				
	<b>Grand Total Price inclusive of 16% VAT (Kshs)</b>				

## **SECTION IX - 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. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Securing Bid Declaration Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.



9.1 **FORM OF TENDER**

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

To: \_\_\_\_\_  
\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( ..... *(insert equipment description)* in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by ..... *(Procuring entity)*.

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

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

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

9.2 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business  
 You are advised that it is a serious offence to give false information on this form

*Part 1 – General:*

Business Name  
 .....

Location of business premises.  
 .....

Plot No..... Street/Road  
 .....

Postal Address ..... Tel No. .... Fax ..... E  
 mail .....

Nature of Business  
 .....

Registration Certificate No.  
 .....

Maximum value of business which you can handle at any one time – Kshs.  
 .....

Name of your bankers ..... Branch  
 .....

	<p style="text-align: center;"><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full ..... Age          .....</p> <p>Nationality ..... Country of origin          .....</p> <ul style="list-style-type: none"> <li>• Citizenship details              .....</li> <li>• .....</li> </ul>																		
	<p style="text-align: center;"><b>Part 2 (b) Partnership</b></p> <p>Given details of partners as follows:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship</th> </tr> </thead> <tbody> <tr> <td>Details</td> <td>Shares</td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship	Details	Shares		1.	.....	.....	2.	.....	.....	3.	.....	.....	4.	.....	.....
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1.	.....	.....																	
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4.	.....	.....																	
	<p style="text-align: center;"><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public          .....</p> <p>State the nominal and issued capital of company-          Nominal Kshs. ....</p>																		

	Issued Kshs. .... Given details of all directors as follows																												
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.	.....	.....	.....	2.	.....	.....	.....	3.	.....	.....	.....	4.	.....	.....	.....	5.	.....	.....	.....
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5.	.....	.....	.....																										
	Date ..... Signature of Candidate .....																												

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

### 9.3 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 \_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

9.4 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]

## 9.5 TENDER SECURITY FORM

Whereas ..... [*name of the tenderer*]  
(hereinafter called “the tenderer”) has submitted its tender dated ..... [*date of submission of the tender*] for the Supply 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 ..... [*Geothermal Development Company Ltd*] (hereinafter called “the Geothermal Development Company”) in the sum of ..... for which payment well and truly to be made to the said Geothermal Development Company, 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 Geothermal Development Company 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 Geothermal Development Company up to the above amount upon receipt of its first written demand, without the Geothermal Development Company having to substantiate its demand, provided that in its demand the Geothermal Development Company 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)

9.6 **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))

**9.7 MANUFACTURER’S AUTHORIZATION FORM**

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

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

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

\_\_\_\_\_  
[signature for and on behalf of manufacturer]

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