



**GEOHERMAL DEVELOPMENT
COMPANY LIMITED**

GDC/DOCU/OT/034/2017-2018

**TENDER FOR THE SUPPLY OF DRY FOODS, NON-FOOD
ITEMS, KITCHEN EQUIPMENT, FRESH FRUITS & VEGETABLES,
MEAT & MEAT PRODUCTS, & BOTTLED MINERAL WATER
FOR GDC CAMP SITE CATERING UNIT AT MENENGAI,
GEOHERMAL PROJECT FOR A PERIOD OF EIGHTEEN
MONTHS ON AND AS WHEN REQUIRED BASIS**

CLOSING DATE AND TIME: 31ST JANUARY, 2018 AT 2.00PM

**Geothermal Development
Company Ltd
P.O. Box 100746-00101
NAIROBI
Website: www.gdc.co.ke**

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SECTION I

INVITATION TO TENDER

DATE:

16/01/2018

TENDER REF NO.

(GDC/DOCU/OT/034/2017-2018)

TENDER NAME

**(TENDER FOR THE SUPPLY AND DELIVERY
OF FOOD STUFFS, FRUITS & VEGETABLES,
WATER AND NON-FOOD ITEMS)**

- 1.1 The Geothermal Development Company Limited invites sealed bids from eligible candidates for the **Tender for The Supply of Dry Foods, Non Food Items, Kitchen Equipment /Curtlery, Fresh Fruits & Vegetables, White Meat & Bottled Mineral Water for GDC Camp Site Catering Unit at Menengai, Geothermal Project for a period of eighteen (18) months on as and when required basis.**
- 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 particulars immediately for records and any further tender clarifications and addenda.
- 1.4 Tenders must be accompanied by an original bid security of Ksh 200,000 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 **Wednesday 31st January, 2018 at 2.00pm (1400Hrs)**

- 1.6 **Prices quoted should be inclusive of all taxes and delivery costs to Menengai Geothermal Project. The prices quoted must be in Kenya Shillings and shall remain valid for twelve (12) months from the date the contract is signed and not subject to change.**
- 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.

MANAGER, SUPPLY CHAIN

SECTION II - INSTRUCTIONS TO TENDERERS

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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 The procuring entity's 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 Procuring entity 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 the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 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/IFMIS Portal.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance to 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 Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Confidential Business Questionnaire
- (xii) Declaration of undertaking not to engage in corrupt practice.

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 the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity 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 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by 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, the Procuring entity, 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 the Procuring entity, 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 2.1.2 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 2.2.1 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 tender 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 the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

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

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

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 the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

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

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

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

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

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

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:

- (i) to sign the contract in accordance with paragraph 2.27
- or
- (ii) to furnish performance security in accordance with paragraph 2.28

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 the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 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 The Procuring entity 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 all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 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 the Procuring entity 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,” (31st, January, 2018 at 2.00 pm)
- 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

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than (31st, January, 2018 at 2.00 pm)

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

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

2.20 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **2.00 pm on 31st January, 2018 at 2.00 pm**

2.20.1 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 the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Procuring entity 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 the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

2.22 Preliminary Examination

- 2.22.1 The Procuring entity 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 The Procuring entity 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.
- 2.22.3 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.4 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

2.27.2 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 the Procuring entity 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 the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 The Procuring entity 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 The Procuring entity 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 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.28 Notification of Award

2.28.1 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.

2.28.2 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, the Procuring entity 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 the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity 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 the Procuring entity.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 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 the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

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

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

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

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

2.31.3 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 eligible to all Suppliers of dry foods, non-food items, Kitchen Equipment/cutlery, fresh fruits & vegetables, white meat and Bottled drinking water delivered to GDC Catering Unit in Menengai, Nakuru County.
2.3.2	A complete set of the tender document may be obtained by interested firms upon payment of a non-refundable fee of Kshs.1000 each payable to our accounts office in cash or by banker's 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 <u>MUST</u> 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: One copy to: - Manager, Supply Chain Geothermal Development Company Limited, Kawi House Office P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: procurement@gdc.co.ke Copy to: dkyaka@gdc.co.ke & pkapto@gdc.co.ke And one copy to: - Manager, Community Relation Geothermal Development Company Limited, P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: gmwai@gdc.co.ke

	<p>Copy to: gchao@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</p>
2.5.2	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.
2.11.1	Prices quoted shall be in Kenya Shillings, the prices should also include all taxes and delivery (transport cost) to Menengai in Nakuru County
2.14.1	The tenderer shall furnish, as part of its tender, a tender security in the amount of Ksh 200,000 in the form of an insurance or bank guarantee . The tender security shall be valid for a period of 30days beyond tender validity period. i.e 150 days from tender opening date of 31 st January, 2017
2.15	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.
2.16	The tenderers shall prepare an original and two (2) copies of the tender.
2.16.1	All pages (Original and Copy) of the tender documents <u>MUST be serialized & initialized</u> by the tenderer including the attachments to the bid document.
2.20.1	The tender Closing date is on; Wednesday 31st January, 2018
2.22.1	At the preliminary evaluation stage , the below mandatory requirements that determines a bidder's responsiveness will be assessed (Table one (1)).
2.24.1	In the technical evaluation stage , only bidders who have been found responsive at the preliminary stage will be evaluated on the below parameters in table two (2); Financial Evaluation stage Bids responsive at the technical evaluation stage will be evaluated at the financial stage in table 3 provided below.
2.27.4	Award Criteria The lowest evaluated bid shall be the lowest per complete schedule.
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 price in the form of a bank guarantee.

TENDER EVALUATION CRITERIA

Stages of evaluation:

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

B) **Technical Evaluation:** The technical requirement will determine the bidder's capability/experience to meet GDC requirements to supply as stated.

C) Financial Evaluation Stage: The lowest evaluated tender per complete schedule will be recommended for award.

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

TABLE ONE (1) - MANDATORY REQUIREMENTS

No.	Requirement	Yes	No
1.	An Original tender security of Ksh 200,000 in the form specified in the tender document and valid for 150 days from the date of tender opening.		
2.	Dully filled, Signed & Stamped Price Schedules		
3.	Dully filled, Signed & Stamped Tender Form		
4.	Attach a copy of Certificate of Incorporation/Registration in Kenya.		
5.	Submit Tax Compliance Certificate valid at the time of opening. The tax certificate shall be verified from KRA tax checker.		
6.	Duly filled Confidential Business Questionnaire (attached)		
7.	Dully Filled, Signed and Stamped Declaration of Undertaking not to engage in corrupt fraudulent practice (attached).		
8.	A dully signed & stamped written confirmation that the quoted prices inclusive of Vat and transport cost to Menengai, Nakuru County shall remain valid .i.e. not subject to change for a period of twelve (12) months from the date contract is signed & there shall be no price variation.		

NB:

i) Please note that the authenticity of the above documents provided SHALL be verified with the relevant authority and any forgery or false presentation in any one of the above shall lead to automatic disqualification and render the tenderers bid non-responsive.

ii) Bidders responsive at the preliminary stage will proceed to the technical evaluation stage

TABLE TWO (2) - TECHNICAL REQUIREMENTS

Submit copies of the following documents (Yes/No);

No.	Requirement	Yes	No
1.	Delivery period offered in the tender. The delivery period shall be 48 HRS after issuance of LPO. Provide a written confirmation on compliance to GDC timeline for delivery.		
2.	The bidders must provide evidence of having supplied similar items quoted		

	for the last three (3) years (indicate client/company, Items Supplied, Value of items and the year of supply) provide either LPO copies 3No. Or recommendation letters (3No.) to support the experience.		
3.	Bidders must provide a valid Food hygiene license for their premise. Applicable for schedule five (5) - white meat only.		
4.	Provide a copy of valid Medical certificates for at least three (3) No. of your staff. Applicable for Schedule 4 & 5 only.		
5.	Bidders must provide sample of packaging materials together with their bid document. The packaging materials to be provided with the bid document during bid submission should meet Suppliers Requirements According to the Public Health Act specified in the tender document. Applicable for schedule four and five (4&5) only.		

NB: Please note that the authenticity of the above documents provided SHALL be verified with the relevant authority and any forgery or false presentation in any one of the above shall lead to automatic disqualification and render the tenderers bid non-responsive.

TABLE THREE (3) - FINANCIAL REQUIREMENTS

No.	Requirement	Yes	No
1.	Acceptance/Deviation of GDC payment schedule as specified in the special conditions, Section IV. Provide a declaration in conformity to GDC payment terms.		
2.	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.		
3.	Tenderers may quote to supply any or all the schedules, <u>each schedule must be quoted for with completeness</u> in order to qualify as responsive. NB: Each schedule shall be evaluated and awarded separately.		

AWARD CRITERIA

The lowest evaluated tender per complete schedule will be recommended for award.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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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 alternations 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 periods) 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 it's 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 <i>definitions</i>	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 price in the form of a bank guarantee from a local bank, which shall be valid for thirty days after the contract period.
3.10.1 Delivery	<p>The delivery period for items shall be 48 Hours 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 48HRS will be disqualified. Partial delivery shall not be accepted.</p> <p>Note</p> <p>i) Delivery shall be to GDC Menengai Geothermal Project Area, Nakuru County as and when required for a period of eighteen months (18).</p> <p>ii) Order will be placed with the supplier by way of an official Local Purchase Order (LPO)</p> <p>iii) Orders shall be executed by the supplier as specified on the LPO.</p>
3.12.1 <i>Payment Terms & Conditions</i>	<p>i. The Purchaser shall upon execution of this Agreement issue a Contract the supply of the goods.</p> <p>ii. The credit period shall be thirty (30) days upon receipt of certified invoices and delivery notes confirming that the invoiced goods have been delivered and the goods were as in accordance with the contract.</p> <p>iii. Payment shall be made through Geothermal Development Company's cheque or telegraphic transfer of the contract.</p> <p>iv. Advance Payment shall not apply.</p> <p>v. No Interest on delayed payments.</p>
3.13 Prices	i) Prices charged by the tenderer for the supply of supply of dry foods, non-food items, Kitchen Equipment & Utensils, fresh fruits & vegetables, meat & meat products and Bottled drinking water delivered under the contract shall not vary from the prices quoted by the tenderer in the tender for twelve <u>(12) months from the date the contract is signed.</u>

	<p>The successful bidders will be engaged for a period of Eighteen (18) months on a contract & the orders will be placed on and as when required basis.</p> <p><u>No correction of arithmetic errors.</u> 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>
3.18.1 Resolution of Disputes	<p>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/her decision shall be final and binding on the parties.</p>
Notices:	<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="text-align: center;">The Managing Director & CEO, Geothermal Development Company Ltd (GDC) Kawi House, South C Bellevue Off Mombasa Road, Tel: 0719037000 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 - SCHEDULE OF REQUIREMENT AND PRICE SCHEDULE

SCHEDULE 1 - DRY FOOD

DRY FOOD					
No.	Item Description	Uom	Qty	Unit price Incl. of Vat	Total price Incl of Vat
1	Seasoning cubes(chicken &beef pack of 6cubes 51g)	Pkts	6000		
2	Baking powder(zesta)500gms	Pkts	3750		
3	Cocoa powder 320gms	Tin	450		
4	Nescafe classic coffee 200gms	Tin	450		
5	Cornflour 400gms(zesta)	Pkts	300		
6	Cooking vegetable oil-fresh fri 20lt jerrican	Jarrican	1500		
7	Cooking fat(white 10kg)	Carton	450		
8	Garam masala 500mgs	Pkts	15		
9	Cinnamon powder 500gms	Pkts	45		
10	Bicarbonate of soda 100gms	Pkts	1500		
11	Tropical heat Tea Masala 200g	Tin	75		
12	Tomato sauce peptang 5ltr	Jerrican	1200		
13	Cadbury drinking chocolate 450gms	Tin	450		
14	Chili sauce pep tang 5 litres	Jerrican	1200		
15	Local Sugar in 2kgs	kgs	12000		
16	Salt-Kensalt in 1kgs	pkts	2250		
17	Spaghetti, Santa lucia 1000gms	pkts	1360		
18	Tea tagged ketepa 1*100pcs	pkts	300		
19	Tealeaves ketepa 500gms	pkts	1050		
20	Vanilla essence 500ml(Zesta)	Btl	750		
21	white vinegar 5ltrs(zesta) jerrican	Pcs	450		
22	Famila Wimbi flour 1kg (NON-VATABLE)	pkts	1080		
23	Wheat flour all-purpose Exe 2KG (NON- VATABLE)	pkts	19,440		
24	wheat flour Atta- Exe2kg(NON-VATABLE)	pkts	756		
25	Yeast active dry (Angel) 500gms	pkts	450		
26	Gram flour 2kgs(Butterfly)	pkts	225		

27	Super fine Icing sugar 500g	Pkts	750		
28	Dark compound chocolate 1kg	pkts	225		
29	Elianto corn oil (5 litres) jerrican	Pcs	105		
30	Desiccated coconut 250g	pkts	225		
31	Croma for catering(blue band)10kg carton	carton	750		
32	Margarine pastry 10kgs carton USTAM	carton	75		
33	Milo 200gms	Tin	150		
34	Tropical heat Pilau masala 500gms	Tin	300		
35	Red plum jam3kg(Zesta)	Tin	150		
36	sultanas seedless 100gms	pkts	720		
37	Soy sauce dark superior 750ml	Btl	225		
38	Food colour-egg yellow 10g	pkts	825		
39	Tomato paste kenylon 900g	Tin	1620		
40	Custard powder(zesta)500g	pkts	45		
41	Tumeric powder 500g	pkts	75		
42	Cardamon whole seeds 500g	pkts	90		
43	Cummin seeds 250g	pkts	90		
44	Dry beans(Green beans)selected winnowed (NON VATABLE)	kgs	4500		
45	Greengrams-selected&winnowed (NON VATABLE)	kgs	4500		
46	Maize meal Flour Soko/Taifa in 2kgs(NON VATABLE)	pkts	21,600		
47	Pearl pishori rice premium (2kgs) (NON VATABLE)	pkts	18000		
48	Dry Pesion peas(mbaazi) (NON VATABLE)	kgs	4500		
	Sub-Total excl of VAT (for vat excl items) item No. 22, 23, 24, 44, 45, 46, 47, 48				
	All Grand Total Cost Inclusive of VAT & transportation cost to Menengai in Nakuru county				

Tenderer's Name _____

Signature and Rubber stamp _____ Date _____

NB:

i) The Prices quoted shall remain fixed for the one year period. The successful firm shall be engaged for a contract period of eighteen months.

ii) Orders shall be placed on the basis of as and when required.

iii) Prices quoted shall be inclusive of 16% Vat where applicable & transport cost to Menengai, Nakuru County.

iv) **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 2 – NON-FOOD ITEMS

	NON –FOOD ITEMS
--	------------------------

NO.	ITEMS DESCRIPTIONS	UOM	QTY	Unit Price Incl. of Vat	Total Price Incl. of Vat
1	Sponge cloth 292mm*210mm	Pc	1080		
2	Kitchen wipe cloth (non fluffy cotton)18*27 cm	pc	225		
3	Barbeque skewers sticks 6" (100pc pac)	pks	750		
4	Spiral sufuria scrubber large 40g	pcs	750		
5	Tee Pee toothpick 1*100pcs(wrapped)	pkts	3000		
6	Cling film catering size ((Fay)-30cm*300m	roll	1800		
7	Foil paper catering size(Fay)-45cm*90m	roll	1800		
8	Cotton wool 400gms	roll	225		
9	Nitrile Disposable catering gloves powder free/latex free/size L,XL/100pc pack	pkts	300		
10	Disposable head nets 100pack	pkts	300		
11	Insecticides 750 ml	tin	100		
12	Greese proof paper 5m*375mm	roll	2520		
13	Methylated spirit 20 ltrs jerrican	jerrican	150		
14	Scotch brite (Pack of 6 150mm*190mm)	pkts	1500		
15	Jik bleach 2ltrs	btl	150		
16	Serviette fay 1*100pcs	pkts	12,000		
17	Washing up liquid (Pride 20 ltr Jerricans)	jerrican	225		
18	Soft brooms(Wooden)	pc	120		
19	Waterproof Aprons	pcs	100		
20	Dust pans(plastic)	pcs	75		
21	Dust bins(swing 80ltrs)	pcs	45		
22	Industrial gloves	pairs	90		
23	Mooping Buckets(Plastic)	pc	108		
24	Moops (Wooden) large L4	pc	225		
25	Match box (Boxes10pcs)	Pkts	900		
26	Hand wash soap (20 ltr Jerri cans)	jerrican	150		
27	Queen cake cases 500 pc pac (110mm)	pkts	72		

28	Liquid degreaser/STRIPPER (20Ltr jerricans)	Jerrican	120		
29	Crockery destainer (20 Ltr jerricans)	Jerrican	120		
30	Oven cleaner (20 Ltr jerricans)	Jerrican	120		

Grand Total Cost Inclusive of VAT & transportation cost to Menengai in Nakuru county

Tenderer's Name _____

Signature and Rubber stamp _____ Date _____

NB:

- i) The Prices quoted shall remain fixed for the one year period. The successful firm shall be engaged for a contract period of eighteen months.
- ii) Orders shall be placed on the basis of as and when required.
- iii) Prices quoted shall be inclusive of 16% Vat where applicable & transport cost to Menengai, Nakuru County.
- iv) **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.

KITCHEN EQUIPMENT & UTENSILS					
	ITEMS DESCRIPTIONS	UOM	QTY	Unit price Incl. of Vat	Total Price Incl. of Vat
1	Electric fryer Double + cabinet/2*17lts/size 615*460*970mm/single phase (Attach brochure /photo) 1 years warrant.	PC	2		
2	Caterina 2 Head Toaster Grill press/3600W/Size 580*330*200mm (Attach brochure /photo) 1 year warrant	PC	2		
3	2 Deck Electric Oven/power 12.8KW/Size 1225*770*1240mm/tray size 610*507*51mm/4 trays/voltage 380v/temp 20-300 c (Attach brochure /photo) 1 year warrant	pc	2		
4	Polystack crate 500 with lid (Attach brochure /photo)	pc	30		
5	Hand washing container plastic 20ltr with tap& lid (Attach brochure /photo)	pc	8		
6	Commercial Electric model stainless steel Boiling Pan 90L:1100*880*850mm with perforated stainless steel vegetable basket and feed tap (Attach brochure /photo) 1year warrant	pc	3		
7	Caterina commercial blender 2200W/2.8lts jar/speed 300rpm (Attach brochure /photo) 1 year warrant)	pc	2		
8	One step ladder plastic (Attach brochure /photo)	pc	5		
9	Caterina Tea urn 20lt non Electric (Attach brochure /photo)	pc	3		
10	Caterina Tea urn 15lts non Electric (Attach brochure)	pc	3		
11	Tea cups Melamine (Attach brochure /photo)	pc	300		
12	Cambro Camcarrier food pans 46*63.3*62cm (Attach brochure /photo)	pc	6		
13	Food pan insert Stainless steel 1/1 10cm (Attach brochure /photo)	pc	32		

14	Side plate Stainless steel #9 (Attach brochure /photo)	pc	200		
15	Table spoon	pc	350		
16	Tea mug Luminarc 32 cl white (Attach brochure /photo)	pc	100		
17	Deep Casserole Pardini Alu. 2hdls 87 L (Attach brochure /photo)	pc	4		
18	Deep Casserole Pardini Alu. 2hdls 98L(Attach brochure /photo)	pc	4		
19	Frying pan Pardini Alu. long hdl 28 cm(Attach brochure /photo)	pc	2		
20	Cambro Camdolly for Camcarrier UPC 400(Attach brochure /photo)	pc	2		
21	Tea spoons	pc	200		
22	Flat plate Design Rondo 31cm(Attach brochure /photo)	pc	72		
23	Cup Design Rondo 23cl(Attach brochure /photo)	pc	72		
24	Flat plate Design Rondo 21cm(Attach brochure /photo)	pc	72		
25	Saucer Design Rondo 18/20/23cl 15cm(Attach brochure /photo)	pc	72		
26	Gravy boat Design Rondo 15cl(Attach brochure /photo)	pc	24		
27	Salt shaker Design Rondo(Attach brochure /photo)	pc	24		
28	Sugar bowl with lid Design Rondo 27cl(Attach brochure)	pc	24		
29	Cream soup bowl Design Rondo 30 cl(Attach brochure)	pc	72		
30	Napkin holder Design Rondo (Attach brochure /photo)	pc	36		
31	Toothpick holder Rondo (Attach brochure /photo)	pc	36		
32	Water Glass Stainless steel(Attach brochure /photo)	pc	300		
Grand Total Cost Inclusive of VAT & transportation cost to Menengai in Nakuru county					

Tenderer's Name _____

Signature and Rubber stamp _____ Date _____

NB:

i) The Prices quoted shall remain fixed for the one year period. The successful firm shall be engaged for a contract period of eighteen months.

ii) Orders shall be placed on the basis of as and when required.

iii) Prices quoted shall be inclusive of 16% Vat where applicable & transport cost to Menengai, Nakuru County.

iv) **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 4.
FRESH FRUITS & VEGETABLES**

FRESH FRUITS					
No	Item Description	Uom	QTY	Unit price	Total Price
1	Banana ripe Kampala/Nyoro	Kgs	18,000		
2	Beetroots	Kgs	300		
3	Lemons	Kgs	1440		
4	Mangoes	Kgs	10,125		
5	Oranges	Kgs	10,125		
6	Passion Fruits	Kgs	10,125		
7	Pawpaw	Kgs	6,000		
8	Pineapples	Kgs	7,500		
9	Water melon	Kgs	36,000		
10	Apples(Pink Lady)(imported/Packaged)	pcs	21,600		
	Grand Total Cost Exclusive of Vat, and inclusive of transport cost to Menengai				

Tenderer's Name _____

Signature and Rubber stamp _____ Date _____

NB:

i) The Prices quoted shall remain fixed for the one year period. The successful firm shall be engaged for a contract period of eighteen months.

ii) Orders shall be placed on the basis of as and when required.

iii) Prices quoted shall be excl. of Vat & transport cost to Menengai, Nakuru County.

iv) **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.

VEGETABLES					
No	Item Description	Uom	Qty	Unit price	Total price
1	Arrow roots	Kgs	12,000		
2	Broccoli	Kgs	1,440		
3	Cabbage-white	Kgs	9,750		
4	Cabbage – red	Kgs	720		
5	Carrots	Kgs	5250		
6	Cauliflower	Kgs	1440		
7	Cupsicum	Kgs	1800		
8	Fresh leeks	kgs	864		
9	Celery	Kgs	864		
10	Chilli	Kgs	432		
11	Cooking Bananas (Matoke)	Kgs	10,500		
12	Cougettes	Kgs	2880		
13	Cucumber	Kgs	1590		
14	Dhania	Kgs	720		
15	English Potatoes – White	Kgs	21,600		
16	Fresh Garlic	Kgs	865		
17	French Beans	Kgs	1150		
18	Fresh Ginger	Kgs	1150		
19	Green Maize – Unshelled	Kgs	7200		
20	Green Maize – shelled	Kgs	7200		
21	Green Peas – shelled	Kgs	4500		
22	Pamkin leaves	Kgs	2880		
23	Kunde	Kgs	6060		
24	Lettuce	Kgs	800		
25	Managu	Kgs	9090		
26	Onions – red	Kgs	10,500		
27	Spinach	Kgs	16,500		
28	Sukuma-Wiki	Kgs	16,500		
29	Sweet Pepper	Kgs	1440		
30	Sweet Potatoes	Kgs	11,520		
31	Tomatoes-Romano	Kgs	12,000		
	Grand Total Cost Exclusive of Vat and inclusive of transport cost to Menengai				

Tenderer's Name_____

Signature and Rubber stamp_____ Date_____

NB:

i) The Prices quoted shall remain fixed for the one year period. The successful firm shall be engaged for a contract period of eighteen months.

ii) Orders shall be placed on the basis of as and when required.

iii) Prices quoted shall be excl. of Vat & transport cost to Menengai, Nakuru County.

iv) **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 5 - WHITE MEAT & PRODUCTS

WHITE MEAT & PRODUCTS					
NO	ITEMS DESCRIPTIONS	UOM	QTY	Unit price	Total price
8	Chicken Capon kienyeji (1.2-1.5kgs per piece)	pcs	7,065		
9	Chicken Capon broiler (1.2-1.5kgs per piece)	pcs	18,000		
10	Eggs (30PC Tray)	Trays	8250		
11	Fish Whole Tilapia (single portion size 400g)	pcs	43,230		
	GRAND TOTAL Exclusive 16% Vat				

NB: Due diligence will be conducted to the successful firm of white meat before the award.

Tenderer's Name _____

Signature and Rubber stamp _____ Date _____

NB:

- i) The Prices quoted shall remain fixed for the one year period. The successful firm shall be engaged for a contract period of eighteen months.
- ii) Orders shall be placed on the basis of as and when required.
- iii) Prices quoted shall be excl. of Vat & transport cost to Menengai, Nakuru County.
- iv) **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 6 - BOTTLED DRINKING WATER

1.	ITEMS DESCRIPTIONS	UOM	Quantity	Unit Price Incl of Vat	Total Price Incl of Vat
	500ml bottled water (Carton of 24 pcs) (Either of the Brand)	CTN	19,500		
	Keringeti				
	Aquamist				
	Quencher.				
	Grand Total Inclusive of 16% Vat.				

Tenderer's Name _____

Signature and Rubber stamp _____ Date _____

NB:

- i) The Prices quoted shall remain fixed for the one year period. The successful firm shall be engaged for a contract period of eighteen months.
- ii) Orders shall be placed on the basis of as and when required.
- iii) Prices quoted shall be inclusive of 16% Vat where applicable & transport cost to Menengai, Nakuru County.
- iv) **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.

ADDITIONAL INFORMATION
SUPPLIERS REQUIREMENTS ACCORDING TO THE PUBLIC HEALTH
ACT.

FISH

1. Deliver fresh food
2. Food should be delivered in a freezer truck
3. Meet all hygiene standards
4. Present all standard forms i.e. food hygiene license, medical certificates
5. Proper packaging and labeling: label should include
 - a. Date of Packing
 - b. Expiry date
 - c. Batch number
 - d. Company Name
 - e. KEBS certification

POULTLY

1. Deliver fresh food
2. Food should be delivered in a freezer truck
3. Meet all hygiene standards
4. Present all standard forms i.e. food hygiene license, medical certificates
5. Proper packaging and labeling: label should include
 - a. Date of slaughter
 - b. Expiry date
 - c. Batch number
 - d. Company Name
 - e. KEBS certification

FRESH FRUITS AND VEGETABLES

1. Deliver fresh fruits & Vegetables.
2. Food should be delivered in a clean truck
3. Meet all hygiene standards
4. Present all standard forms i.e. food hygiene license, medical certificates
5. Proper packaging and labeling on imported vegetables / Fruits: label should include
 - a. Expiry date
 - b. Batch number
 - c. KEBS certification

DRY FOOD / NON FOOD ITEMS.

1. Proper labeling on packaged food. The label should include:
 - a. Expiry date
 - b. Batch number
 - c. KEBS certification
2. Meet all hygiene standards
3. Clean delivery truck

SECTION VI - 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 Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Declaration of Undertaking Form - The Declaration of Undertaking form must be completed and submitted with the bid documents.

8.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert items/schedule 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 _____

8.2 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

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:

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

Shares	Name	Nationality	Citizenship Details
1.
2.
3.
4.
5.

Date Signature of Candidate

.....

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

8.3 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated [date of
submission of tender] for the supply, installation and commissioning of
.....[name and/or description of the equipment]
(hereinafter called “the Tender”) KNOW
ALL PEOPLE by these presents that WE of
..... having our registered office at
(hereinafter called “the Bank”), are bound unto [name of 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)

8.4 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)

8.5 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]

8.6 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 fulfill 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))