



GEOHERMAL DEVELOPMENT COMPANY LTD
P.O. BOX 100746-00101, NAIROBI
0719715777/8/9/0202427516/9/36
Web site: www.gdc.co.ke

TENDER FOR SUPPLY OF MINIBUS 29-33 SEATER

GDC/PM/OT/022/2016-2017

**CLOSING DATE AND TIME: 6th OCTOBER 2016 AT
2.00PM (1400HRS)**

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

TABLE OF CONTENTS

SECTION	Page
Section A: Invitation to Tenderers	3
Section B: Instructions to Tenderers	4
Section C: General Conditions of Contract.....	16
Section D: Special Conditions of Contract.....	20
SECTION E: TECHNICAL SPECIFICATIONS, SCHEDULE OF REQUIREMENTS AND PRICES	22
Section G: Tender Form	29
Section H: Tender Security Form	30
Section I: CONTRACT FORM	31
Section J: Performance Security Form.....	33

Section A: INVITATION TO TENDER

Date: 19th September 2016

TENDER FOR SUPPLY OF MINIBUS 29-33 SEATER

TENDER NO: GDC/PM/OT/022/2016-2017

Geothermal Development Company Limited (GDC) invites sealed tenders from suppliers of **Minibus 29-33 Seater** whose specifications are detailed in this Tender Document.

Candidates may inspect and obtain the tender document from the office of Manager, supply chain at GDC Office, **Kawi House, South C |Off Mombasa Road| Red Cross Road** between 9.00am and 4.00pm during weekdays

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 to procurement@gdc.co.ke for records and any further tender clarifications and addenda

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

Any additional information, addendums or clarifications in respect to this tender will be available in our GDC website www.gdc.co.ke or IFMIS portal. All bidders are advised to regularly check the website during the bidding period.

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

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

and deposited in the tender box at KAWI House South C, off Mombasa Road, Red Cross Road Ground Floor, **Not later than 6th October, 2016 at 2.00Pm (1400Hrs).**

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

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

Late Tenders will not be accepted

MANAGER SUPPLY CHAIN

Section B: Instructions to Tenderers

Introduction

1. Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender document. Successful tenderers shall complete the supply of goods by the intended completion date specified in the tender document.
- 1.2 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 GDC to provide consulting services for the preparation of the design, specifications, and other document to be used for the procurement of the goods under this Invitation for tenders.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible Goods

- 2.1 The goods to be supplied under the contract shall have their origin in eligible source countries.
- 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.
- 2.3 The origin of the goods is distinct from the nationality of the tenderer.

3. Cost of Tendering

- 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.

The Tender Document

4 Contents

- 4.1 The tender document comprises the document listed below and addenda issued in accordance with Clause 6 of the Instructions to Tenderers.
 - (a) Invitation for Tenders
 - (b) Instructions to Tenderers
 - (c) General Conditions of Contract
 - (d) Special Conditions of Contract
 - (e) Schedule of Requirements and price schedules
 - (f) Technical Specifications
 - (g) Tender Form
 - (h) Tender Security Form

- (i) Contract Form
- (j) Performance Security Form
- (k) Confidential Business Questionnaire
- (l) Declaration of Undertaking not to engage in corrupt practices

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

5. Clarification of Tender Document

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,
P.O. Box 100746 – 00101
NAIROBI, KENYA
E-mail: dkyaka@gdc.co.ke,
pkpto@gdc.co.ke & procurement@gdc.co.ke

And one copy to: -
Manager, Property Management,
Geothermal Development Company Limited,
KAWI House,
P.O. Box 100746 – 00101
NAIROBI, KENYA
E-mail: rougo@gdc.co.ke

6. Amendment of Tender Document

- 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 document by amendment. **Any request for clarification must be in the firm's letterhead and signed, and must be in reference to the specific parts of the tender document properly numbered.**
- 6.2 All prospective tenderers that have received the tender document will be notified of the amendment in writing (email in PDF format or by facsimile), and will be binding on them.
- 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.

Preparation of Tenders

7. Language of Tender

7.1 The tender prepared by the tenderer, as well as all correspondence and document relating to the tender exchanged by the tenderer and GDC, shall be written in English. Supporting document and 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.

8. Document Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with Clauses 9, 10 and 11 below.
- (b) documentary evidence established in accordance with Clause 12 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 Clause 13 that the goods to be supplied by the tenderer are eligible and conform to the tender document; and
- (d) tender security furnished in accordance with Clause 14

9. Tender Form

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

10. Tender Prices

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.

10.2 For fair and ease of price comparison prices indicated on the Price Schedule shall be **Delivery Duty Paid to Menengai GDC Stores.**

10.3 Prices quoted by the tenderer shall be fixed during the tenderer'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 Clause 22.

11. Tender Currencies

11.1 Prices shall be quoted in the following currencies:

- (a) For goods that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya shillings; and
- (b) For goods that the tenderer will supply from outside Kenya, the prices shall be

quoted in US dollars or in another freely convertible currency.

12. Tenderer's Eligibility and Qualifications.

- 12.1 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.
- 12.2 The documentary evidence of the tenderer's eligibility to tender shall establish to GDC's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country.
- 12.3 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to GDC's satisfaction:
- (a) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (b) 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 supply the Tenderer's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

13. Goods' Eligibility and Conformity to Tender Document.

- 13.1 Pursuant to Clause 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender document of all goods, which the tenderer proposes to supply under the contract.
- 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.
- 13.3 The documentary evidence of conformity of the goods to the tender document may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a clause-by-clause commentary on GDC's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 13.4 For purposes of the commentary to be furnished pursuant to Clause 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 GDC 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 GDC's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

14. Tender Security

- 14.1 The tenderer shall furnish, as part of its tender, **a tender security in the amount of 200,000 in the form of a bank or insurance guarantee.**
- 14.2 The tender security is required to protect GDC against the risk of tenderer's conduct, which would warrant the security's forfeiture, pursuant to Clause 14.7.
- 14.3** 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, in the form provided in the tender document or another form acceptable to GDC and valid for **thirty (30) days beyond the validity of the tender.**
- 14.4 Any tender not secured in accordance with Clause 14.1 and 14.3 will be rejected by GDC as nonresponsive, pursuant to Clause 22.
- 14.5 Unsuccessful tenderers' tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by GDC.
- 14.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to Clause 30, and furnishing the performance security, pursuant to Clause 31.
- 14.7 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by GDC on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with Clause 30
 - or**
 - (ii) to furnish performance security in accordance with Clause 31.

15. Validity of Tenders

- 15.1 Tenders shall remain valid for **120 days** or as specified in the tender document after date of tender opening prescribed by GDC, pursuant to Clause 18. A tender valid for a shorter period shall be considered as non-responsive and shall be rejected by GDC.
- 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 (email in PDF format or by facsimile). The tender security provided under Clause 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.

16. Format and Signing of Tender

- 16.1 The tenderer shall prepare an original and 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.

- 16.2 The original and 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.
- 16.3 The tender shall have no interlineation, 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.

Submission of Tenders

17. Sealing and Marking of Tenders

17.1 The tenderer shall seal the original and 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.

17.2 The inner and outer envelopes shall:

- (a) be addressed to:

The Managing Director
Geothermal Development Company Ltd (GDC)
P.O Box 100746 – 00101
Nairobi, Kenya

- (b) bear, “**TENDER FOR SUPPLY OF MINIBUS 29-33 SEATER**”, and the statement: “**DO NOT OPEN BEFORE 6th October 2016 at 2.00pm**”.

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”.

17.4 If the outer envelope is not sealed and marked as required by Clause 17.2, GDC will assume no responsibility for the tender’s misplacement or premature opening.

18. Deadline for Submission of Tenders

- (b) Tenders must be received by GDC at the address specified under Clause 17.2 no later than **6th October, 2016 at 2.00pm**”.

18.1 GDC may, at its discretion, extend this deadline for the submission of tenders by amending the tender document in accordance with Clause 6, in which case all rights and obligations of GDC and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Modification and Withdrawal of Tenders

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 GDC prior to the deadline prescribed for submission of tenders.

19.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

19.3 No tender will be modified after the deadline for submission of tenders.

19.4 No tender will 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 Clause 14.7.

Opening and Evaluation of Tenders

20. Opening of Tenders

- (c) GDC will open all tenders in the presence of tenderers' representatives who choose to attend **6th October 2016 at 2.00pm**.

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

20.2 The tenderers' names, tender modifications or withdrawals, 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.

20.3 GDC will prepare minutes of the tender opening.

21. Clarification of Tenders

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 (email in PDF format or by facsimile), and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

22. Preliminary Examination

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.

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 tenderer does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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 affect the relative ranking of any tenderer.

22.4 Prior to the detailed evaluation, pursuant to paragraph 23, GDC will determine the substantial responsiveness of each tender to the tender document. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender document without material deviations. GDC's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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 nonconformity.

23. Evaluation and Comparison of Tenders

23.1 GDC will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to clause 22.

23.2 GDC's evaluation of a tender will exclude and not take into account any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

23.3 GDC's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors:

- (a) Mandatory requirements in Clause **12.3**
- b) Compliance with the technical specifications and
- c) Delivery period offered in the tender. The shortest delivery period shall be favorable to GDC. The delivery period shall be on demand

24. Contacting GDC

24.1 Subject to Clause 21, no tenderer shall contact GDC on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

24.2 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.

Award of Contract

25. Post-qualification

25.1 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.

25.2 The determination will take into account the tenderers 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 Clause 12.3, as well as such other information as GDC deems necessary and appropriate.

25.3 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.

26. Award Criteria

26.1 Subject to Clauses 10, 23 and 28 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**.

27. GDC's Right to Vary Quantities

27.1 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.

28. GDC's Right to Accept or Reject Any or All Tenders

28.1 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 its action.

29. Notification of Award

29.1 Prior to the expiration of the period of tender validity, GDC will notify the successful tenderer in writing that its tender has been accepted. At the same time the person submitting the successful tender is notified, the procuring entity shall notify all other persons submitting tenders that their tenders were not successful

29.2 Upon the successful tenderer's furnishing of the performance security pursuant to Clause 31, GDC will promptly discharge the tender security for the unsuccessful tenderers, pursuant to Clause 14.

30. Signing of Contract

30.1 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 document, incorporating all agreements between the parties.

30.2 Within twenty-one (21) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to GDC.

31. Performance Security

31.1 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 document, or in another form acceptable to GDC.

31.2 Failure of the successful tenderer to comply with the requirement of Clause 30 or Clause 31 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 tenderer or call for new tenders.

32. Corrupt or Fraudulent Practices

32.1 GDC requires that tenderers observe the highest standard of ethics during the procurement

process and execution of contracts. In pursuance of this policy, GDC:-

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything 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 tenderers (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;
- (b) 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;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

32.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

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	Particulars of appendix to instructions to tenderers
1.1	The tender is eligible to all Suppliers of Minibus 29 Seater
3.1	<p>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.</p> <p>The document can also be viewed and downloaded from the website www.gdc.co.ke or http://supplier.treasury.go.ke free <u>of charge or at no cost.</u> 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</p>
5.1	<p>A prospective tenderer requiring any clarification of the tender document may notify GDC in writing (e-mail in PDF format or by facsimile) through the following address:</p> <p>One copy to: -</p> <p>Manager, Supply Chain, Geothermal Development Company Limited, KAWI House, P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: procurement@gdc.co.ke dkyaka@gdc.co.ke, pkapto@gdc.co.ke</p> <p>And one copy to: -</p> <p>Manager, Property Management, Geothermal Development Company Limited, KAWI House, P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: rougo@gdc.co.ke</p> <p>GDC will respond in writing (e-mail in PDF format) to any request received at least seven (7) days prior to the deadline for the submission of tenders.</p> <p>NB: Any request for clarification must be in the firm's letterhead and signed, and must be in reference to the specific parts of the tender document properly numbered.</p>
14	The tenderer shall furnish, as part of its tender, a tender security in the amount of Ksh 200,000 in the form of a bank or insurance guarantee. The tender security shall be valid for 30 days beyond tender validity period.

15	The tenders should be valid for 120 days after the tender opening date. A tender valid for a shorter period shall be considered as non-responsive and shall be rejected.
18	The tender closing/opening date is on 6th October, 2016 at 2.00Pm (14.00HRS)
22	<p>The mandatory requirements that will determine a bidders responsiveness include:-</p> <ol style="list-style-type: none"> a) Dully filled, Signed & Stamped Tender Form & Price Schedules. b) Tender Security in the format provided in the tender document and valid for at least thirty (30) days beyond the tender validity period c) Certificate of Incorporation/ Registration. d) Tax compliance certificate valid at the time of opening. The validity of the Tax certificate shall be confirmed from KRA Tax Checker e) Dully Filled signed & stamped Mandatory Confidential Business Questionnaire. f) Dully Filled signed & stamped Declaration of Undertaking g) Manufacturers Authorization certificate/ Dealership authorization <p>NB: Bidders who will not meet the above requirements will be declared non-responsive and their bids will not be evaluated further</p>
23	<p>In the technical evaluation stage, only bidders who have been found responsive at the preliminary stage will be evaluated on the following parameters:</p> <ul style="list-style-type: none"> - Bidders must demonstrate compliance with the technical specifications as stated in Section E of the tender document. Bidders Must attach Brochures/Catalogues/Literatures indicating Conformance to GDC Specification - Delivery period offered in the tender. The delivery period should not exceed 1 month after contract award. It is GDC desire to have the bus delivered within the shortest time possible
26	GDC will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the <u>lowest evaluated.</u>
31	The successful tenderer shall provide a performance security of 10% of contract price in the form of a bank guarantee issued by a Kenyan Bank.

Section C: General Conditions of Contract

1. Definitions

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

- (a) “The Contract” means the agreement entered into between GDC and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Supplier” means the individual or firm supplying the goods under this Contract.
- (d) “The Goods” means the **Minibus 29-33 Seater** which the Supplier is required to supply to GDC under this Contract.

2. Application

2.1 These General Conditions shall apply in all Contracts made by GDC for the procurement of goods.

3. Country of Origin

3.1 For purposes of this Clause, “origin” means the place where the Goods were manufactured or produced.

3.2 The origin of the Goods is distinct from the nationality of the tenderer.

4. Standards

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

5. Use of Contract Documents and Information

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

5.2 The Supplier shall not, without GDC’s prior written consent, make use of any document or information enumerated in Clause 5.1 above.

5.3 Any document, other than the Contract itself, enumerated in Clause 5.1 shall remain the property of GDC and shall be returned (all copies) to GDC on completion of the Supplier’s performance obligations under the Contract if so required by GDC.

6. Patent Rights

- 6.1 The tenderer shall indemnify GDC 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 Kenya.

7. Performance Security

- 7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to GDC the performance security in the amount specified in Special Conditions of Contract.
- 7.2 The proceeds of the performance security shall be payable to GDC as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to GDC 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 GDC, in the form provided in the tender document.
- 7.4 The performance security will be discharged by GDC and returned to the tenderer 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.

8. Inspection and Tests

- 8.1 GDC or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. GDC shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier 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 GDC.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, GDC may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to GDC.
- 8.4 GDC '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 Goods having previously been inspected, tested, and passed by GDC or its representative prior to the Goods' delivery.
- 8.5 Nothing in Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9 Packing

- 9.1 The Supplier 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.
- 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.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by GDC in its Schedule of Requirements and the Special Conditions of Contract.

11. Insurance

- 11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Special Conditions of Contract

12. Payment

- 12.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in Special Conditions of Contract.
- 12.2 Payments shall be made promptly by GDC as specified in the Contract.

13. Prices

- 13.1 Prices charged by the Supplier for Goods delivered under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the Supplier in its tender.

14. Assignment

- 14.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with GDC's prior written consent.

15. Subcontracts

- 15.1 The Supplier shall notify GDC 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 Supplier from any liability or obligation under the Contract.

16. Termination for Default

- 16.1 GDC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver the Goods within the period(s) specified in the Contract, or within any extension thereof granted by GDC.
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.

- (c) if the Supplier, in the judgment of GDC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

17. Liquidated Damages

17.1 If the Supplier fails to deliver the Goods within the period(s) specified in the Contract, GDC shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods for each week of delay until actual delivery, up to a maximum deduction of 10% of the delivered price of the delayed Goods. After this GDC may consider termination of the Contract.

18. Resolution of Disputes

18.1 GDC and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

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 that the dispute be referred for resolution to formal mechanisms. These mechanisms include, but are not restricted to, conciliation by a third party, adjudication in an agreed national or international forum, and/or international arbitration.

19. Language and Law

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.

20. Force Majeure

20.1 The Supplier 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 D: Special Conditions of Contract

1. Application

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

2. Definitions

The Purchaser is Geothermal Development Company Limited (GDC) of KAWI House and P.O. BOX 100746 – 00101, Nairobi-Kenya and includes its legal representatives, successors or assigns.

3. Performance Security

The Performance Security shall be in the amount of **10% of the Contract Price in the form of a bank guarantee**. The performance security will be cashed if the tenderer shall not deliver the **MINIBUS 29-33 SEATER** as per delivery periods indicated in item 8 below.

4. Notices:

Where the Contract provides for Notice to be given to any party, such Notice shall be well and sufficiently given if given by way of: -

- a) A letter posted by registered mail (airmail if international) to the postal address of the party concerned shown below, or delivered to that party by hand at the address shown below or;
- b) An email sent to the email address of the party concerned shown below.

The addresses of the parties for Notices shall be: -

GDC:

The Managing Director & CEO

Geothermal Development Company Ltd (GDC)

P.O Box 100746 – 00101

Nairobi, Kenya

or such other address as GDC may designate as its address for this purpose by Notice to the Contractor.

5. Prices

5.1 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.

5.2 No contract price shall be varied upwards within twelve months from the date of the signing of the contract.

5.3 The cumulative value of all contracts variations do not result an increment of the total contract price by more than 25% of original contract price

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

6. Method of Payment

- (a) GDC payment terms are within 30 days upon the receipt of certified invoices and delivery notes confirming that the invoiced **Minibus 29-33 Seater** have been delivered and are in accordance with the contract.
- (b) Prices charged by the tenderer for the supply of **Minibus 29-33 Seater** delivered under the Contract shall not vary from the prices quoted by the tenderer in the tender. In case of discrepancy between unit price and total, **the amount read during opening shall prevail.**

7. Delivery Period

The delivery shall commence within One (1) month or earlier after contract/LPO issue. It is GDC's desire to have the **MINIBUS 29-33 SEATER** delivered within the agreed period.

SECTION E: TECHNICAL SPECIFICATIONS, SCHEDULE OF REQUIREMENTS AND PRICES

Notes

1. The Minibus 29-33 Seater shall be as per specifications provided below.
2. The Minibus 29-33 Seater shall be supplied within a period of **One (1) month** from date of contract signing. Delivery point will be Menengai.

MINIBUS, 29-33 SEATER, 3800-4500CC DIESEL

QUANTITY: TWO

DESCRIPTION: MINIBUS, 29-33 SEATER

NO.	DESCRIPTION	GDC REQUIREMENTS	TENDERER'S OFFER
1. GENERAL			
a)	Make:	-	
b)	Model:	-	
c)	Country Of Origin:	-	
d)	A standard production mini - bus of latest design in current production and marketed in Kenya.	Yes (mandatory)	
e)	Supplied new	Yes (mandatory)	
f)	Designed to heavy-duty export specifications, capable of operating in tropical conditions.	Yes	
g)	Suitable for passenger transportation over paved and unpaved (rough) roads	Yes	
h)	To seat 29-33 adult passengers comfortably complete with suitable seat belts.	Yes (mandatory)	
2. DIMENSIONS AND WEIGHTS			
a)	Overall length min.	6500mm (mandatory)	
b)	Overall width min.	1900 mm	
c)	Overall height min.	2,100 mm	
d)	Wheelbase min	3400 mm (mandatory)	
e)	Kerb weight min. Cross vehicle weight= 7800-8500kg	2200 Kg (mandatory)	
f)	Max. G.V.W. min.	6000 Kg (mandatory)	
g)	Passenger room height, min.	1,800mm (mandatory)	
h)	Ground Clearance, min.	210 mm (mandatory)	

3. ENGINE			
a)	Make	-	
b)	Model	-	
c)	Country of origin	-	
d)	Engine performance curves supplied	Yes	
e)	Diesel Engine,	Yes (mandatory)	
f)	Water cooled, 4 stroke	Yes (mandatory)	
g)	Piston displacement, within range.	3800cc - 4500cc Yes (mandatory)	
h)	Number of cylinders, 4/6.	Specify	
i)	Maximum power output /rpm, approx. min.	87.5kw/3200rpm Yes (mandatory)	
j)	Maximum torque developed/rpm), min	270- 285Nm/1800rpm Yes (mandatory)	
k)	Air cleaner type, disposable/oil bath	Specify	
l)	Average fuel consumption (on full load)	Specify Kms/lit	
m)	Fuel tank capacity, approx.	100 Lt	
4. CLUTCH AND TRANSMISSION			
a)	Clutch, coil spring type, dry single plate,	Specify	
b)	Clutch system actuation, Hydraulic	Yes	
c)	Gearbox, synchromesh	Yes	
d)	Number of speeds, min.	5F, 1R (mandatory)	
e)	Drive Configuration	4x2	
5. BRAKES AND TYRES			
a)	Brakes, hydraulic-internal expanding drum	Yes	
b)	Mechanical parking brake, to act on rear wheels	Yes	
c)	AOH(Air over Hydraulic dual circuit) with auxiliary exhaust brake	Yes	
d)	Locally manufactured single purpose tyres	Yes	
e)	Optimum tyre size	Specify	
f)	Wheel Size	17.5/9.5 R 9.5 TUBELESS	
g)	RIM Size	17.5 * 6 6 stud	
6. SUSPENSION AND STEERING			

a)	Independent, heavy duty front and rear suspension	Yes	
b)	Suspension, front and rear heavy duty leaf springs Hydraulic Double Telescopic shock absorbers at front	Specify Front Specify Rear	
c)	Steering type Manual/assisted	Power	
d)	Right Hand Drive steering	Yes	
7. BODY CONSTRUCTION			
a)	Body floor fabricated from 3.2mm thick chequer plate mild steel (full width) reinforced at equal distances with box/channel sections.	Yes	
b)	Interior cover carpet.	Yes	
c)	Interior roof fitted with MDF roof panelling.	Yes	
d)	Interior waist fitted with carpet.	Yes	
e)	Floor bearer (height and width) 12"x85"	Yes	
f)	Passenger door position fixed at LHS the centre.	Yes	
g)	Passenger door type should be knife jacking.	Yes	
h)	Fixed passenger seats complete with Armrest fitted.	Yes	
i)	Seating capacity should be 29-33 passengers.	Yes	
j)	Side fixed glasses be flat	Yes	
k)	Single Emergency door glass	Yes	
l)	Windows top fixed and tinted, bottom sliding and clear.	Yes (mandatory)	
m)	Fitted with well-ventilated vents.	Yes	
n)	Undercarriage for Tyre only –above chassis.	Yes	
o)	Front shape curved to march windshield and rear shape flat with straight skirt line	Yes	
p)	Suitable colour on all upholstery and carpet as specified by the user.	Yes	
q)	Foam thickness –high-density size (100mm).	Yes (mandatory)	
r)	Original headlights and taillights assemblies.	Yes	
8. ELECTRICAL SYSTEM/INSTRUMENTS			
a)	System voltage, negative earth with alternator charging	12 V, Yes	
b)	Battery capacity and size approx.	2X12v, 65Ah	
c)	Full lighting to conform to Cap 403, -Kenya Traffic Act	Yes	

d)	Standard instruments and gauges (or warning lights) for charging circuit, oil pressure, coolant temperature etc	Yes	
9. BODY, SEATS AND FINISH			
a)	All body work to be thoroughly cleaned before painting. Both internal and exterior finish to be proceeded by one coat (red oxide) and undercoat to protect against corrosion for seaside operation.	Yes (mandatory)	
b)	Long lasting upholstery	Special material	
c)	High gloss body finish, colour to be painted in GDC colours as specified by the user.	Yes (mandatory)	
d)	Body type	Semi-luxury	
10. EQUIPMENT			
a)	Heavy duty type front fender	Yes	
b)	Laminated (safety) windshield	Yes	
c)	Sunvisors supplied	Yes	
d)	Rear view mirrors (external and internal) supplied	Yes	
e)	Full size spare tyre with rim and carrier mounted under truck	Yes	
f)	Hydraulic (telescopic) jack, wheel brace & manufacturer's standard tools	Yes	
g)	Metallic Hazard Triangles, Standard First Aid KS2094-2007 and 1 Kgs fire extinguisher.	Yes (mandatory)	
h)	Vehicle to be fitted with electronic speed governor	Yes (mandatory)	
i)	Governor to limit maximum speed to 80km/hr	Yes (mandatory)	
j)	Governor to be tamper proof (sealed)	Yes (mandatory)	
k)	Governor to be certified by CM&TE before fitting	Yes (mandatory)	
l)	Anti-theft alarm fitted	Yes	
m)	Supply addition Loose Floor rubber mats	Yes	
n)	FM Radio cassette receiver fitted.	Yes	
11. WARRANTY & FREE SERVICE			
a)	Specimen of vehicle warranty to be submitted when tendering	Yes	
b)	Each vehicle supplied to carry a statement of warranty	Yes	

c)	Vehicle warranty duration min. 12 Months 40,000Km whichever occurs first	Specify Months Specify KMS Yes (mandatory)	
d)	Vehicle Free Service on Labour & Parts	Parts (Kms) Labour (Kms)	
12. MANUALS			
a)	All literature in the English language	Yes (mandatory)	
b)	Repair manuals, supplied	Yes (mandatory)	
c)	Parts catalogue/microfiche/CD, supplied	Yes (mandatory)	
d)	Drivers handbook supplied	Yes	
e)	Service schedule supplied	Yes	
13. OTHER REQUIREMENTS			
a)	Vehicle to be registered by Registrar of Motor Vehicles	Yes (mandatory)	
b)	Vehicle to be inspected by the Chief Transport Engineer prior to delivery	Yes (mandatory)	
c)	Firm's status: Franchise/Dealer/Agent	Specify	
d)	Body construction and all fitments to conform to CAP 403	Yes (mandatory)	
e)	Kenya traffic act and to have a certificate from vehicle inspection centre.	Yes (mandatory)	
f)	Chevrons and reflectors fitted on rear to conform to Kenya traffic act.	Yes	
g)	Car identity on all Glasses and Lights	Yes	
h)	Indicate name and physical addresses of all Dealers/Agents where Genuine Spares and back-up service can be obtained In At least four major GDC depots (Nairobi, Central Rift, Menengai and South Rift).	Attach list - obtained in at least four major GDC depots (Mandatory)	

Tenderer's Name _____

Authorized Signature, _____

Date and Official Stamp _____

SECTION F: PRICE SCHEDULE

No	Item Description	UOM	QTY	Unit Cost	Total Cost
1.	New Minibus 29-33 Seater	No.	2		
	VAT & Other Taxes				
	Any Other Accessories				
	GRAND TOTAL COST INCLUSIVE OF VAT AND ALL TAXES TRANSFERED TO TENDER FORM				
	Delivery Period (Specify)				

Tenderer's Name _____

Authorized Signature, _____

Date and Official Stamp _____

NOTES

In case of discrepancy between unit price and total, **the amount read during opening shall prevail.**

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. 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.
4. 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.
5. Declaration of undertaking form – The undertaking form must be completed by all the tenderers dully signed & stamped

Section G: Tender Form

To: Geothermal Development Company Limited,
Kawi House
P.O Box 100746 – 00101
NAIROBI, KENYA
Gentlemen and/or Ladies:

1. Having examined the Tender Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Minibus 29-33 Seater** in conformity with the said Tender Document 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 the **Minibus 29-33 Seater** 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 equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by GDC.
4. We agree to abide by this Tender for a period of **120days** from the date fixed for Tender opening under Clause 20 of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2016.

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

Section H: Tender Security Form

(To be on the Letterhead of the Bank)

Whereas(*name of the tenderer*) (hereinafter called “the Tenderer”) has submitted its tender dated (*date of submission of tender*) for the supply of Minibus 29-33 Seater (hereinafter called “the Tender”).

KNOW ALL PEOPLE by these presents that WE(*name of the bank*) of(*address of bank*) (hereinafter called “the Bank”), are bound unto GDC in the sum of (*2% of tender price*).....

.....(*amount in words and figures*) for which payment well and truly to be made to the said GDC , the Bank binds itself , its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2016.

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 GDC and 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 GDC up to the above amount upon receipt of its first written demand, without GDC having to substantiate its demand, provided that in its demand GDC will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

(Signature of the Bank)

Section I: CONTRACT FORM

THIS AGREEMENT made the day of 2016 between **GDC** of Kenya of the one part and (*name of Supplier*) of (*city and country of Supplier*) (hereinafter called “the Supplier”) of the other part:

WHEREAS **GDC** invited tenders for the supply of certain goods, viz., **Minibus 29-33 Seater** and has accepted a tender by the Supplier 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.
2. The following document 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 Supplier;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) GDC’s Notification of Award.
3. In consideration of the payments to be made by GDC to the Supplier as hereinafter mentioned, the Supplier hereby covenants with GDC to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. GDC hereby covenants to pay the Supplier in consideration of the provision 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 the day and year first above written.

Signed and Sealed in the Common Seal of
GDC in the presence of:

COMPANY SECRETARY)

)
)
)
)
)
)
)
)

WITNESS

Signed and Sealed with the Common Seal of
the Supplier in the presence of:

DIRECTOR

)
)
)
)
)
)
)
)
)
)

SECRETARY

Section J: Performance Security Form
(To be on the Letterhead of the Bank)

To: Geothermal Development Company Limited,
P.O Box 100746 – 00101
Kawi House
NAIROBI, KENYA..

WHEREAS..... *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. dated2015 to Supply of **Minibus 29-33 Seater**(hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the day of2016.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Section K: CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

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

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

Section L: 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))

Section L: 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.