



**GEOHERMAL DEVELOPMENT COMPANY
LTD (GDC)
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**TENDER FOR SUPPLY,
INSTALLATION &
COMMISSIONING OF
WEIGHBRIDGE FOR BARINGO-
SILALI GEOTHERMAL PROJECT**

TENDER NO. GDC/SC/ICB/006/2020-2021

**CLOSING DATE & TIME: 13th OCTOBER,
2020 AT 1400HOURS**

TABLE OF CONTENTS

PAGE

INTRODUCTION

SECTION I INVITATION TO TENDER

SECTION II INSTRUCTIONS TO TENDERERS

SECTION III GENERAL CONDITIONS OF CONTRACT

SECTION IV SPECIAL CONDITIONS OF CONTRACT

SECTION V TECHNICAL SPECIFICATIONS

SECTION VI SPECIFICATIONS & SCHEDULE OF
REQUIREMENTS

SECTION VII PRICE SCHEDULE FOR GOODS

SECTION VIII STANDARD FORMS

SECTION I: INVITATION TO TENDER

DATE: 8th September, 2020

TO: _____

RE: TENDER FOR SUPPLY, INSTALLATION & COMMISSIONING OF WEIGHBRIDGE FOR BARINGO-SILALI GEOTHERMAL PROJECT GDC/SC/ICB/006/2020-2021

Geothermal Development Company Limited (GDC) invites sealed tenders from eligible candidates for **Supply, Installation & Commissioning of Weighbridge** whose specifications are detailed in this Tender Document.

Interested eligible bidders may obtain further information and inspect the tender document from the office of Manager, Supply Chain at Kawi House, South C off Mombasa Road, Red Cross Road between 9.00am and 4.00pm during week days.

A complete set of the tender documents may be obtained by interested firms upon payment of a non-refundable fee of **Kshs.1000** payable to our accounts office in cash or by banker's cheque. The documents can also **be viewed and downloaded from the website www.gdc.co.ke or PPIP Portal www.tenders.go.ke free of charge**. 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.

Bids must be accompanied by an original bid Security in the form of a Bank Guarantee issued by a **Kenyan Bank**. The Bidder shall furnish a bid security in the amount of **2% of the total tender sum in the form of a Bank guarantee**.

There shall be a **Mandatory** site visit for all tenderers on **21st September, 2020** at Baringo-Silali Geothermal project site at **9.30am**. Bidders are requested to assemble at **GDC Kapkerwa Office (Baringo County)** along Marigat – Loruk Road at **8.30am**. Tenderers shall complete attendance register and issued with a certificate of site visit.

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

**The Managing Director,
Geothermal Development Company
GDC Kawi House Office
P.O Box 100746-00101
NAIROBI, KENYA**

And deposited in the tender box at GDC Kawi House Office, Ground floor,
not later than 13th October, 2020 at 1400Hrs.

Tenders will be opened immediately thereafter in the presence of the tenderers' or their representatives who choose to attend. The tenderers' representatives who are present shall sign a tender opening register evidencing their attendance.

Late proposals will NOT be accepted.

MANAGER, SUPPLY CHAIN

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses

	Page	
2.1	Eligible tenderers	
2.2	Eligible Weighbridge & Accessories	
2.3	Cost of tendering	
2.4	Contents of Tender document	
	2.4.1 Submission of tenders	
2.5	Clarification of documents	
2.6	Amendment of documents	
2.7	Language of tender	
2.8	Documents comprising the tender	
2.9	Tender forms	
2.10	Tender prices	
2.11	Tender currencies	
2.12	Tenderers eligibility and qualifications	
2.13	Water transmission pipeline' eligibility and conformity to tender documents	
2.14	Tender security	
2.15	Validity of tenders	
2.16	Format and signing of tenders	
2.17	Sealing and marking of tenders	
2.18	Deadline for submission of tender	
2.19	Modification and withdrawal of tenders	
2.20	Clarification of tenders	
2.21	Preliminary examination	
2.22	Conversion to single currency	
2.23	Evaluation and comparison of tenders	
2.24	Contacting the Geothermal Development Company	
2.25	Award of contract	
(a)	Post qualification...	
(b)	Award criteria	
(c)	Geothermal Development Company's right To vary quantities	
(d)	Geothermal Development Company's right To accept or reject any or all tenders	
2.26	Notification of award	
2.27	Signing of contract	
2.28	Performance security	
2.29	Corrupt or fraudulent practices	

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 Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 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 involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Equipment

- 2.2.1 All equipment to be supplied and installed 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 equipment(s) are 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 equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

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 Ksh 1,000.00 or free of charge for bidders that download the tender.

2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.4. Contents of 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) Manufacturer's Authorization Form
- (xii) Confidential Business Questionnaire Form
- (xiii) Declaration of Undertaking form

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 Tender Documents

2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post at the entity's address

indicated in the invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than fourteen (14) 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 three (3) days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Tender Documents

- 2.6.1 At any time prior to the deadline for submission of tender, the procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

- 2.6.2 All prospective tenderers that have obtained 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 the 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 2.12 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 paragraph 2.13 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
- e) Confidential Business Questionnaire

2.9 Tender Form

2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and a brief description of the equipment, 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 where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) the price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable;
- (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
- (iii) installation charges shall also be indicated separately for each equipment

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

2.11 Tender Currencies

2.11.1 Prices shall be quoted in the following currencies:

- a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
- b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
- c) Cost of installation and commissioning will be in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. the tenderers 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.

2.12.1 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

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

- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment
- (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 Document

2.13.1 Pursuant 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 equipment which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of 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 equipment 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 equipment
- 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 equipment for a period of two (2) years, following commencement of the use of the equipment 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 commentary 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 and form specified in the Appendix to Instructions to Tenderers.

2.14.2 The tender security shall be in the amount of **2% of the tender sum.**

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 GDC 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 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
 1. or
 - ii) to furnish performance security in accordance with paragraph 2.28

- c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

- 2.15.1 Tenderers shall remain valid for **120 days** or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. 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 tenderers shall prepare an Original and two (2) 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. 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.
- 2.16.4 Each tender shall be signed by the Tenderer or an officer of the Tenderer holding a responsible executive position and authorised to sign it, and the name and position of the person signing shall be typed or printed below the signature.
- 2.16.5 The Tenderer shall submit an appropriate Power of Attorney of the signatory to the Tender, duly notarised by a Public Notary.

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 on the Invitation to Tender.

(b) bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN BEFORE **(Tuesday, 13th October, 2020 at 1400Hrs)**”

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

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **(Tuesday, 13th October, 2020 at 1400Hrs)**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 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

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

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including

substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **(at 1400Hrs, on Tuesday, 13th October, 2020)** and in the location specified in the invitation to tender.

The tenderers' representatives who are present shall sign a tender opening 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 and Responsiveness

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

2.22.3 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.

2.22.4 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.

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

2.23 Conversion to Single Currency

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

2.24 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 Procuring entity's evaluation of a tender will exclude and not take into account

- (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
- (b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

- (a) delivery and installation schedule offered in the tender;
- (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;
- (c) the cost of components, mandatory spare parts and service;
- (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

- (a) *Delivery schedule*
 - (i) The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

- (b) *Deviation in payment schedule*

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

- (c) *Spare parts and after sales service facilities*

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

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

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

2.25 Contacting the Procuring Entity

2.25.1 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.

2.25.2 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.

2.26 Award of Contract

(a) Post-Qualification

2.26.1 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.

2.26.2 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.

2.26.3 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

2.26.4 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.

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

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

(c) Procuring Entity's Right to Accept or Reject Any or All Tenders

2.26.6 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 tenderer of the grounds for the procuring entity's action

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

2.26.8 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.

2.26.9 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.

2.27 Notification of Award

2.27.1 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.

2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful

2.28 Signing of Contract

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

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

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

2.29 Performance Security

2.29.1 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.

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 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.

2.30 Corrupt or Fraudulent Practices

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

3.30.2 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.

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

2.40 Partnerships or Joint Ventures

2.40.1 Tenders submitted by partnerships or joint ventures shall specify the parties to the partnership or joint venture and the respective shares of the parties.

2.40.2 Tenderers shall submit a Power of Attorney of the person or persons signing the tender on behalf of the joint venture in accordance with the requirements of Clause 2.16.5

2.40.3 Tenderers shall submit an Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:

- (a) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (b) One of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
- (c) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

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. Whenever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.2 Eligible Tenderers	The tender is eligible to all bidders for Supply, Installation & Commissioning of Weighbridge & Accessories.
2.5	<p>A prospective tenderer requiring any clarification of the tender document may notify GDC in writing (email in PDF format or by facsimile) at the following address:</p> <p>One copy to: - Manager, Supply Chain Geothermal Development Company Limited, GDC Kawi House Office, P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: dkyaka@gdc.co.ke; pkapto@gdc.co.ke Copy to: procurement@gdc.co.ke</p> <p>And one copy to: - Manager, Drilling Operation Geothermal Development Company Limited, GDC Polo Center Office, Nakuru P.O. Box 17700 – 20100 NAKURU, KENYA E-mail: jmaleche@GDC.co.ke <u>Copy to: gkinyanjui@GDC.co.ke</u></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>Any request for clarification must be in the firm’s letterhead and signed, and must be in reference to the specific sections of the tender document properly numbered.</p>
2.7	Language of tender is English
2.11	Prices quoted shall be in Kenya Shillings or any other freely convertible currency

Incoterm	The version of Incoterms shall be: INCOTERM 2010 (DDP Baringo-Silali)
2.14	The tenderer shall furnish, as part of its tender, a tender security in the amount of 2% of the tender sum in the form of a bank guarantee valid for 30 days beyond the tender validity i.e. 150days from the date of tender opening.
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 tenderer should submit an Original and two (2) copies of the tender. 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 & well bound.
2.18	The tender closing date is 13th October, 2020 at 1400 hours East Africa Standard time.
2.29	The performance security shall be 10% of the contract price in form of a bank guarantee.
SITE VISIT	<p>There shall be a mandatory site visit for all tenderers on 21st September, 2020 at Baringo-Silali Geothermal project site at 8.30am. Bidders are requested to assemble at GDC Kapkerwa Office (Baringo County) along Marigat – Loruk Road at 8.00am. Tenderers shall complete attendance register and issued with a certificate of site visit.</p> <p>NB: All arrangements for travelling and accommodation shall be the responsibility of the Tenderer, Off road/4WD vehicles are recommended. Each tenderer shall complete the certificate of tenderers visit to the site and attendance register. The representative must be an appointed power of attorney for the tenderer.</p>

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:

i) Stage 1 – Compliance to Technical Specification. Only firms that comply to Section V – Technical Specification requirements will proceed to stage II – of technical evaluation based on scoring.

ii) Stage II - Only firms who will attain an overall score of **80marks** in the technical evaluation will have their financial proposals evaluated.

C) Financial Evaluation Stage - The bid that meets the requirements of the tender and is determined to be the lowest evaluated per complete Schedule will be recommended for award.

A: MANDATORY REQUIREMENTS

Submit copies of the following **MANDATORY** documents (Yes/No) – All the below documents shall be placed in the technical proposal.

No.	Requirement	Bidders Response (Yes/No)
1.	An Original tender security in the amount 2% of the tender sum in the form of a bank guarantee valid for 150 days from the date of tender opening.	
2.	Certified copy of Certificate of Incorporation/ Registration by an advocate or equivalent for foreign firms Notarized by a Notary Public.	
3.	Certified copy of Tax compliance certificate by an advocate valid at the time of opening. The validity of the Tax certificate shall be confirmed from KRA Tax Checker or equivalent for foreign firms Notarized by a Notary Public.	
4.	Certified copy of Certificate of Confirmation of Directors and Shareholding (CR12) or equivalent for foreign firms Notarized by a Notary Public.	

5.	Attach a copy of valid Single business permit/license certified by an advocate or equivalent for foreign firms Notarized by a Notary Public.	
6.	Provide a Power of Attorney witnessed by an advocate.	
7.	Minimum average annual turnover of Twice the Value of Bid Price calculated as total certified payments received for contracts in progress or completed, within the last Three (3) years Provide Audited Account for the last three (3) years i.e. 2017/2018/2019 signed and stamped by the Auditor and Certified by an advocate.	
8.	Provide a copy of manufacturers' warranty and duly signed authorization in the format provided showing that the tenderer is authorized to erect/install the product.	
9.	Duly filled, signed and stamped Confidential Business Questionnaire	
10.	Duly filled, Signed and Stamped the Declaration of Undertaking in the format provided	
11.	Provide a copy of the Mandatory Site Visit Certificate	
12.	Provide a copy of Weights & Measures Certificates issued by Weight & Measures Department (Kenya) for the firm Issued NOT less than 5yrs from date of opening.	
13.	Certified copies of VALID CURRENT YEAR Weights & Measures License for the key technical staff to be involved in the project.	

NB:

- i) Please note that the authenticity of the above documents provided may 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.

B) Technical Evaluation:

Stage I – Technical Compliance

No.	Requirements
1.	- Bidders are required to comply with Section V – Technical Specification Requirements.

Stage II – Technical Compliance based on Scoring

No.	CRITERIA	REQUIREMENT	SCORE
A	Bidders experience in similar contracts	<p>Bidders Must Provide evidence of at least three similar projects handled within the last five (5) years. Provide at least three (3) certified copy of contracts and completion certificates each with a value of the Quoted Schedule. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section V, of the technical requirements</p> <ul style="list-style-type: none">• 3 No. Certified copy of contracts each with a value of the Quoted Schedule – 30 marks• 3 No. Certified Completion Certificates – 15 marks• Similarity based on Physical size, complexity and methods/technology as described in Section V, each project – 10 marks	55

No.	CRITERIA	REQUIREMENT	SCORE
B	Qualifications and Competency of key experts in reference to the supply & works	<p>Bidders Must attach at least three (3) CV's of proposed key experts and staff:</p> <p>a) Project Team Leader</p> <p>Specific experience/expertise: Atleast 5 years in the following aspects:-</p> <ul style="list-style-type: none"> i. Installation and commissioning of Weighbridge & Accessories. ii. Weighbridge operations and maintenance. iii. Training on weighbridge operations, calibrations and maintenance. <p>(6 marks)</p> <p>b) Service Engineer</p> <p>Specific experience/expertise: Atleast 5 years in the following aspects:-</p> <ul style="list-style-type: none"> i. Experienced in installation, erection, calibration and commissioning of weighbridges and weighing equipment. (10 marks) <p>c) Other staff to be involved in the project and their relevant qualifications and experience in weighbridge installation, erection, calibration, commissioning and operations. (Operators, Mechanical Fitters, Electricians and Control technicians etc.) (4 marks)</p>	20
C	Technical Capability	<p>Bidder to submit evidence that they have the necessary capacity to perform the required civil works to erect the platform on which the weighbridge will be installed.</p> <ul style="list-style-type: none"> i. Technical structural design drawings of the platform. <p>(5marks)</p>	5

No.	CRITERIA	REQUIREMENT	SCORE
D	Functional Guarantee	For all equipment and accessories – bidders Must provide guarantee: a) that the items they will supply are new & unused and evidence that the equipment model have been successfully installed and functioned for at least three (3) years. (5 Marks)	5
E	Delivery Schedule	Delivery and installation to be completed within three (3) months from date of contract signing. The tenderers must attach a schedule of activities and requirements for the entire period of supply and installation and Commissioning. (10 marks)	10
F	Local Community participation	Provide proposal for engaging the local community during installation and commissioning (5Marks)	5
Total			100

Only those firms that shall qualify in preliminary stage and whose scores in technical stage will be at least 80% of the allocated points shall have their financials evaluated.

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

- 3.1 Definitions
- 3.2 Application
- 3.3 Country of Origin
- 3.4 Standards
- 3.5 Use of Contract documents and information
- 3.6 Patent Rights
- 3.7 Performance security
- 3.8 Inspection and Tests
- 3.9 Packing
- 3.10 Delivery and documents
- 3.11 Insurance
- 3.12 Payment
- 3.13 Price
- 3.14 Assignments
- 3.15 Sub contracts
- 3.16 Termination for default
- 3.17 Liquidated damages
- 3.18 Resolution of Disputes
- 3.19 Language and law
- 3.20 Force Majeure

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

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

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

3.6 Patent Rights

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

3.7 Performance Security

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

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

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

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

3.8 Inspection and Tests

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

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

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

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

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

3.9 Packing

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

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

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

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

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

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

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

3.19 Language and Law

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

3.20 Force Majeure

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

3.1 Definitions

The Purchaser is **Geothermal Development Company Limited of Kawi House, South C and P.O. BOX 100746 - 00101, Nairobi, Kenya** and includes the Purchaser's legal representatives successors or assigns.

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.

3.2 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.

3.4 Performance Security

The Performance Security shall be in the amount of 10% of the Contract Price in the form of a bank guarantee issued by a Kenyan bank valid for 30 days after completion of works.

3.5 Delivery

Delivery and installation to be completed within **90 days** (3 Months) from date of contract signing.

3.6 Method of Payment

- a) GDC & the successful firm shall enter into an agreement for the Supply and Installation of the Weighbridge and Accessories.
- b) The **credit period** shall be within sixty (60) days upon receipt of certified invoices and delivery notes confirming that the invoiced goods and services have been delivered and the service was in accordance with the contract.
- c) Payment shall be made through Geothermal Development Company's cheque or telegraphic transfer of the contract.
- d) Advance Payment shall not apply.

3.7 Prices

Prices charged by the tenderer for goods supplied and Installed 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 unit price shall prevail.

3.8 Defect Liability Period

The defect liability period is (1) one calendar year after completion

3.8 Termination for default

3.8.1 Termination for Default

GDC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, terminate this Contract in whole or in part:

- a) If the Service Provider fails to deliver the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the GDC;
- b) If the Goods and Services delivered by the Service Provider do not conform to the Standards specified in the Contract;
- c) If the Service Provider fails to perform any other obligation(s) under the Contract;

- d) If the Service Provider, in the judgment of the GDC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- e) If the Service Provider becomes insolvent or bankrupt; GDC may at any time terminate this Agreement by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not produce or affect any right of action or remedy which has accrued or will accrue thereafter to GDC;

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

3.21 Termination by Notice

Either party, at its sole discretion, may at any time by written notice terminate the Contract by giving no less than Thirty (30) days' notice in writing.

3.22 Termination for Convenience

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

For the remaining part of the contract after termination the GDC may elect to cancel the supply and pay to the Tenderer the amount for partially delivered goods.

3.23 Termination by Mutual Consent

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

3.24 Termination by Insolvency

If the Tenderer becomes insolvent or bankrupt; the Purchaser may at any time terminate this Agreement by giving written notice to the Tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service provider, provided that such termination will not produce or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

3.3 Dispute Resolution

Any dispute which the parties cannot amicably resolve a dispute arising under this Contract within thirty (30) days of negotiation shall be referred to arbitration under the Nairobi Center for International Arbitration Rules and it is hereby agreed that;

- a) The arbitration shall be undertaken by a single arbitrator to be agreed upon between the parties or, failing such agreement within seven (7) business days of the dispute being referred to arbitration, an arbitrator shall be appointed in accordance with the Nairobi Centre for Arbitration Rules.
- b) The arbitration shall take place in Nairobi, Republic of Kenya.
- c) The decision of the arbitrator shall be final and binding on the parties, and may be made an order of court of competent jurisdiction.
- d) The provision of this clause will continue to be binding on the parties notwithstanding any termination or cancellation of this Agreement.
- e) The language of the Arbitration shall be English.
- f) The award rendered shall apportion the costs of the arbitration.
- g) The award shall be in writing and shall be binding on both parties.
- h) A party aggrieved by the decision of the arbitrator reserves the right of appeal in a Court of Competent Jurisdiction.
- i) The provisions of this Clause shall continue to be binding on the Parties notwithstanding any termination or cancellation of this Contract.

SECTION V-TECHNICAL SPECIFICATIONS

Suppliers should note that the following are minimum guiding specifications and are therefore required to give detailed technical specifications.

TECHNICAL SPECIFICATIONS FOR HEAVY DUTY MODULAR WEIGHBRIDGE

1. GENERAL SPECIFICATIONS

No	Requirements
1.	Should be stainless steel materials, fire proof and UV resistant material with IP6s.
2.	Attach technical specification data sheet and technical drawings.
3.	Should have stainless steel enclosure.
4.	Must have OIML certificate of approval and must be available online (OIML R76 class 111(US) class 111 and UK/0123/0197.
5.	Should have OIML certificate, CE approval for up to 6000 Division and NTEP approval.
6.	Superior weighing performance with at least 1,000,000 internal counts of resolution at 366 ad updates /Sec up to 67,000,000 counts per MV/V per sec.
7.	Should have the ability to connect to max 2 analogue or digital scales.
8.	Processor of minimum 624MHz and 128MByte RAM and 128MByte flash Memory on board.
9.	Should have 2 RS232/RS422 serial outputs for connection to printers, boosters, barcode reader.
10.	Minimum 5.7’’ colour display. TFT technology. LED backlight with touch screen.
11.	Functionality that allows for quick and easy calibration without test weights.
12.	Terminal clustering functionality via remote operation i.e. Ethernet LAN.
13.	Should have Ethernet port 10/100 MBs.
14.	Should have 2 slots dedicated for expansion.
15.	Should connect up to 12 loadcells with 350 ohms impedance.
16.	Provide OIML certificate of approval.
17.	Should have WIFI ability and USB ports and a slot.
18.	Capable of standalone operations .i.e. alphanumerical keyboard capability
19.	Should have ability to do diagnostic management of digital loadcells.

20.	Should be resistant to dust and moisture.
21.	Display minimum 320 x240 pixels.
22.	Power supply 110-240VAC, 50/60HZ with external power supply of 12VDC.
23.	Battery backed up time /date/year.
24.	Vital filtering Harmonizer filtering with adaptable constant and threshold.
25.	Remote inputs of voltage free logic level inputs for basic key functions.
26.	Attach certificate on Patten/Type Approval from them for the particular equipment to be installed from weights and measures department.
27.	Attach certificate of approval from weights and measures department.
28.	Attach original technical local data sheet (catalogue) from the manufacturer.

(2) DIGITAL LOADCELL SPECIFICATIONS.

No	Requirements
1.	Capacity 35000kg each (minimum) and maximum 40 tonnes.
2.	Should have OIML R60 INTERVALS –MAX 6000 accuracy class 111 and dead load: of between 0-5kg.
3.	AISI 304 stainless steel.
4.	Cable length minimum to be 12m.
5.	Load cell type to be column compression Digital processor with ability to conduct continuous monitoring of each loadcell performance.
6.	Should have lightning protection and external disc of special insulation material.
7.	Should have minimum inclination of up to 5 degrees (15mm from vertical position – To exclude the problem during thermal expansion and allow high level of accuracy).
8.	Should adopt special filters that prevent interference from highly frequency service.
9.	Should have self-aligning Top and Bottom mounting receiving cups.
10.	Should have maximum protection from radio frequency interface.
11.	Communication Rate minimum 120kbit/sec.
12.	Optional communication to be controller area net network (CAN) encrypted.
13.	Calibration should be stored in the loadcell.
14.	Should operate on temp -30+80.
15.	Loadcell should be able to carry out functional checks on the status of instrument via modern directly from the maintenance department.

16.	The Sealing version-IP/68/69k (stainless steel connectors water tight).
17.	The loadcell should have a body -17-4ph stainless steel self-stabilizing system with anti-rotation device.
18.	Alert for potential problems capability before they occur e.g. network health monitoring, temperature measurement, and loadcell enclosure breach detection.
19.	Can do asset management e.g. serial numbers.
20.	Integral lightening protection and external disk of special insulation material.
21.	Continuous diagnostics on states of each system component for identification of malfunctioning part.
22.	Loadcell must have stainless steel braid sheath.
23.	Must have detachable insulated load cell cable
24.	Must have inbuilt anti rotational lock
25.	Attach original data sheet manual (catalogue) from the manufacturer.

(3) WEIGHBRIDGE DECKS.

No	Requirements
1.	Should have detachable structure to allow easy transportation and assembling.
2.	Platform size:18mx3mx80 Tonnes
3.	Should have 6 units of 1.5mx6mx6plates or 3mx6mx3plates
4.	Robust design and construction to allow profile installation of 400mm for the surface mounted
5.	Should have transverse hatches for easier loadcell access
6.	Should have double front edge with impact resistant buffers
7.	Should be of optimized steel structure design with 10mm chequer plate,260mm u channel
8.	Should have lightening protection provided
9.	High quality painting with strong anticorrosive ability
10.	Must have side guard rails
11.	Minimum 10mm Chequered plates surfaces
12.	The deck must provide a proven design of orthotropic ribs to help from direct pressure of heavy load and fatigue from stress
13.	The deck must have continuous welds along the seam of each rib to the deck to ensure lasting strength.
14.	Construction height MUST not be more than 450mm.
15.	Finish paint- 1 layer of prime and 2 layer of paint.
16.	Be surface mounted model
17.	Anti-slip checker plates with side rails of not less than 7 cm internal

	diameter and not less than 4 mm thickness and be chrome plated due to rust.
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(4) JUNCTION BOX.

It may not be necessary for digital load cell to use a junction box BUT if necessary the following are the minimum requirements:

No	Requirements	Requirements
1.	Transmission	RS 485 or Wireless
2.	Power Supply	From 10 to 18 V DC
3.	Maximum number of division	6000 for individual field tools 3x3000 for multi fields tools and must have CE approved
4.	Construction	Stainless Steel of not more than 300mmx200mmx120mm
5.	Protection	IP67
6.	Maximum number of load cells	12
7.	Calibration and diagnosis	To have calibration co efficient checks
8.	Protection class	As per digital loadcell requirements
9.	Glands for cable entry	Must be stainless steel pin and screw type
10.	Surge protection	20 kilo- Ample standard or better
11.	Diagnostics	<ul style="list-style-type: none"> ✓ Accentric load cell connection ✓ Cell power supply checks ✓ Reset, operating parameters etc. ✓ Cell temperature ✓ Error logging

(5) EXTERNAL DISPLAY

No	Requirements
1.	Ability to give high Intensity display
2.	Can be connected directly to weighing terminal via serial cable
3.	Easy to read from a long distance of minimum 30mts
4.	Should be IP65 stainless steel enclosed
5.	Supplementary weight indications in accordance with OIML regulations
6.	Must have stainless steel protective shield and also stainless steel fastening bracket.
7.	Power supply of 100/240 V AC +20% ,50/60 HZ 50MA

8.	Power cord of minimum 4 meters
9.	Operating temp from 10 to 50 degrees
10.	DISPLAY height min 60 mm
11.	Interface of E/A RS232 for up to 15mtrs and E/A 422 for longer connection
12.	MUST attach original catalogue and technical data sheet from manufacturer

(6) WEIGHING SOFTWARE

No	Requirements
1.	Capture all the weighing related fields
2.	Network version 1 weighing terminal and at least 5 back office licenses
3.	Real time remote data backup capability
4.	Configurable periodical reports for all fields
5.	Configurable print ticket format as will be advised
6.	Ability to export data and report in excel and other formats ,real time or batched mode to a system predefined destination
7.	To integrate with the IP cameras to captures and store the weighed vehicle images as part of the transaction records.
8.	Provide operator with a screen to key in information/data such as supplier's name and account number, transporter's name, vehicle registration etc.
9.	Capture weighed data directly into the PC.
10.	First weighing, second weighing and net weight.
11.	Printing of weighing tickets with barcode and QR code.
12.	Camera interface.
13.	Ability to re-print copy receipts (clearly marked DUPLICATE/COPY).
14.	Ability to detect fraud operations such as interference with the weighing indicator.
15.	Ability to register a vehicle's tare weight and register this in "memory" for future deliveries.
16.	Ability to handle multiple weighbridges from the same computer.
17.	Ability to capture and store vehicle images/pictures.
18.	Ability to perform ANPR (Automatic Number Plate Recognition) on vehicles.
19.	Storage of data on block chain either locally or on cloud.
20.	Should be possible to schedule the tare weighment interval of vehicle.
21.	The system should be able to maintain back up of data in specified path for use during system failure or breakdown
22.	Provide a link to an already existing block chain system
23.	Should be able to capture details like. Ticket number (uniquely

	generated for every weighing event Customer number (optional)
24.	Product been weighed. (Which should be selected from a drop-down list of values)?
25.	Date and Time of first and second weighing.
26.	Kilograms for first and second weights.
27.	Net weight (Automatically computed from first and second weights).
28.	Capture data of weighing clerk/s.
29.	Capture pictures for vehicles on the weighbridge (top, side and back).
30.	Provide editing feature for correction of erroneous entries during and after entry.
31.	Should have a security feature that prevents unauthorized access to the system.
32.	Should have a backup facility in case of accidental deletion of files or file getting corrupted.
33.	MUST provide an audit trail by maintaining a permanent transaction journal.
34.	Should store all data in a transaction file and automatically generate reports from the file on request.
35.	Should have an open integration platform.
36.	Some of the basic reports generated should include; Transaction journal with all the weighing records for a specific period showing time, date, and supplier name. Periodic management reports such as daily, weekly, monthly, yearly total etc.
37.	Payment list of supplier and transporter showing the totals of weight and corresponding payment.
38.	Should have a dedicated IP address to allow for interlink with multiple systems/applications.

(7) COMPUTER.

No	Requirements	Requirements
1.	Processor	Intel Core i7 -67700@3,4GHZ or Higher
2.	Memory	8BG ddr4-2133 SDRAM
3.	Network	LAN Integrated Gigabit Ethernet Network Connection
4.	Hard disk	1TB SATA (7200rpm)or better
5.	Audio	Integrated audio with internal stereo speakers
6.	Video	Inter HD Graphics 530 Dynamic
7.	Interface ports	Front:2usb 2.0 1 microphone /headphone combo back :4 USB 2.0 .2 USB 3.0 I audio line in 1 audio
8.	Monitor	19’’tft @1280x1024 minimum resolution or better Energy star Compliant
9.	Optical drives	DVD+RW (=RDL)DVD-RAM
10.	Form	TOWER
11.	Inputs devices	USB Keyboard ,USB optical
12.	Software	Windows 10 pro , 64bit English
13.	Power	250 watt power supply
14.	Other Specifications	Power Management support
15.	Power	System chassis fan speed control
16.	Warranty Accessories	Manufacturer warranty

(8) PRINTER.

No	Requirements	Requirements
1.	Printing method	Impact dot matrix
2.	Number of pins	24 pins
3.	Number of columns	80 columns
4.	Print Direction	Bi-directional
5.	Interface	USB 2.0 TYPE B RS-232,Bidirectional parallel
6.	Paper feeding	Single sheet rear, continuous paper rear, paper output rear
7.	Paper size	Continuous paper Single,multi part
8.	Carbon Copies	Original + 3 copies
9.	Printed speed	High speed –Draft :10dpi:347 chars/S LQ:10 dpi:86 chars/s Draft:10 dpi:260 chars
10.	Input Buffer	12kb minimum
11.	Sound level	53Db(A)+
12.	Power	Conform to local power grid
13.	Warranty	Standard Manufacturers
14.	Accessories	Print cables

ADDITIONAL INFORMATION

1. Complete Listing

The Supplier shall submit a complete list and details of the materials being offered.

2. Prices to be Firm

All rates and prices given in the Schedule shall be firm and not be subject to adjustment for variations in the costs of labour and materials or any other adjustment unless as noted in the Conditions of Contract.

3. Port of Entry into Kenya where applicable

The Port of Entry into Kenya is Mombasa Port.

4. Packaging

Where applicable all items under this Contract shall be packaged in wooden crates or cases on the outside of which shall be written information noting the Section and item numbers as per Schedule C of the goods contained therein. All packing cases shall become the property of GDC.

5. Delivery Period/Point

All materials will be supplied within a period of **Three (3) months** from date of receipt of contract signing. Delivery point will be Baringo-Silali Geothermal Project area.

SECTION VI – SCHEDULE OF REQUIREMENT

NO.	SPECIFICATIONS	QTY
1.	Heavy duty modular Weighbridge (with software, indicator and printer)	1
	Modular Containerized Weighbridge office/control room	1
	Design and construction of the Weighbridge platform (Reinforced Concrete), inclusive of materials	1
	Installation, Testing and Commissioning	1
	Maintenance and Calibration	1 year
	Training and certification of 12 GDC staff	12
	Verification and stamping by weights and measures	1

SECTION VII - PRICE SCHEDULE OF GOODS/SERVICES

ITEM	SPECIFICATIONS	QTY	UNIT COST	TOTAL COST
1.	Heavy duty modular Weighbridge (with software, indicator and printer)	1		
	Modular Containerized Weighbridge office/control room	1		
	Design and construction of the Weighbridge platform (Reinforced Concrete) inclusive of materials	1		
	Installation, Testing and Commissioning	1		
	Maintenance and Calibration	1 year		
	Training and certification of 12 GDC staff	12		
	Verification and stamping by weights and measures	1		
	Duties and Taxes			
	14% VAT			
	Grand Total cost of installed, tested and commissioned equipment including maintenance, training & certification to GDC Baringo Geothermal site, Inclusive of all Taxes (To be transferred to form of tender)			
	Delivery Period (Specify)			

Tenderer's name (Company) _____

Signature & Rubber Stamp: _____

Date: _____

NB:

1. Tenderer should quote in full for a complete schedule in order to be considered responsive.

2. All quotes must be accompanied by catalogues/technical manuals showing details of the items being offered

3. 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.

4. Attach product brochure clearly specifying compliance to GDC requirement.
5. The successful firm is encouraged to engage the local community for provision of labour and sourcing locally available materials.

SECTION VIII - STANDARD FORMS

Lists of the Standard Forms

8.1 Form of Tender

8.2 Confidential Business Questionnaire Form.

8.3 Tender Security Form

8.4 Performance Security

8.5 Declaration of undertaking form

8.6 Contract Form

8.7 Manufacturers Authorization Form

8.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: Geothermal Development Company Ltd
Kawi House, South C
P.O.Box 100746 – 00101
Nairobi

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 *Water Supply System* 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(*Geothermal Development Company*).
4. We agree to abide by this Tender for a period of **120 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.

<i>Part 1 – General:</i>	
Business Name	
Location of business premises.	
Plot No.....	Street/Road
Postal Address	Tel No. Fax
Nature of Business	E mail
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			
	Name	Nationality	Citizenship Details	Shares
	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

Standard Form of a Bid Bond

Address of guarantor bank:

.....
.....
.....

Address of beneficiary (contracting agency):

.....
.....
.....

We, the undersigned (Guarantor), in order to enable to bid for (project, object of contract), hereby irrevocably and independently guarantee to pay to you an amount up to a total of waiving all objections and defences.

We shall effect payments under this guarantee on your first written demand, which must be accompanied by your confirmation that you have accepted the above-mentioned bid and that the firm is no longer prepared to abide by this bid. This guarantee shall expire no later than

By this date we must have received any claims for payment by letter or encoded telecommunication. It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of

.....
.....

Date

Guarantor

8.4 PERFORMANCE SECURITY FORM

To:.....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to

supply.....

[Description services](Hereinafter called “the contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

.....
[amount of the guarantee in words and figures],

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

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.5 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))

8.6 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between [*Geothermal Development Company Ltd*] 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 Geothermal Development Company invited tenders for Supply and Installation of Water Supply System and has accepted a tender by the tenderer for 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 Geothermal Development Company’s Notification of Award
3. In consideration of the payments to be made by the Geothermal Development Company to the tenderer as hereinafter mentioned, the tender hereby covenants with the Geothermal Development Company to Supply and Install the Water Supply System and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Geothermal Development Company hereby covenants to pay the tenderer in consideration of the provisions 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
for the Employer in the presence of:

COMPANY SECRETARY)
)
)
)
)
)
)
)
WITNESS)
)
)

Signed
for the Contractor in the presence of:

DIRECTOR)
)
)
)
)
)
)
)
SECRETARY)
)
)

8.7 MANUFACTURER'S AUTHORIZATION FORM

To: *Geothermal Development Company*

WHEREAS[*name of the manufacturer*] who are established and reputable manufacturers of 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 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.