



**GEOHERMAL DEVELOPMENT COMPANY LTD  
P.O. Box 100746 – 00101  
NAIROBI, KENYA  
Tel: 0719037000/0719036000**

**TENDER FOR PROVISION OF SECURITY SERVICES FOR GDC OFFICES AT NAIROBI  
KAWI HOUSE, NAIVASHA LAKE VIEW ESTATE AND POLO CENTER, NAKURU  
COUNTY FOR A PERIOD OF TWO (2) YEARS**

**GDC/SS/OT/012/2017:2018**

**CLOSING DATE AND TIME: 3<sup>rd</sup> OCTOBER, 2017 AT 10:00AM**

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## SECTION I: INVITATION TO TENDER

**DATE: 11/09/2017**

**TENDER REF NO: GDC/SS/OT/012/17:18**

### **TENDER DESCRIPTION: TENDER FOR PROVISION OF SECURITY SERVICES FOR GDC OFFICES AT NAIROBI KAWI HOUSE, NAIVASHA LAKE VIEW ESTATE AND POLO CENTRE, NAKURU COUNTY FOR A PERIOD OF TWO YEARS**

Geothermal Development Company Limited (GDC) invites sealed tenders from eligible Service providers for **Provision of Security Services for a period of two (2) years for the areas specified above** whose specifications are detailed in the Tender Documents. All firms who participated in the prequalification stage whether successful or not are eligible and allowed to participate in this open tender.

Interested eligible candidates may obtain further information and inspect the tender document from the office of Manager, Supply Chain at Kawi House Office, located at South C Bellevue, Off Mombasa Road, Red Cross Road between 9.00am and 4.00pm during weekdays. An electronic copy of the tender document may be obtained by interested firms upon payment of a non-refundable fee of Kshs. 1000 payable to our accounts office in cash or bankers cheque.

The document can also be viewed and downloaded from the website **www.gdc.co.ke** or **http://supplier.treasury.go.ke** free of charge. Bidders who download the tender document from the website must forward their particulars immediately for records and any further tender clarifications and addenda

Tenders **MUST** be accompanied by an original bid security of **Kes. 200,000.00** in the form specified in the tender document.

Any additional information, addendums or clarifications in respect to this tender will be available in GDC website [www.gdc.co.ke](http://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 & CEO  
Geothermal Development Company Ltd (GDC)  
P.O. Box 100746 – 00101  
**NAIROBI, KENYA**

and deposited in the tender box at GDC Kawi House Office Ground Floor, located at South C Bellevue, Off Mombasa Road, Red Cross Road, not later than **3<sup>rd</sup> October, 2017 at 10.00Am (1000Hrs)**.

**There will be a Mandatory site visit to all the below operational areas as follows;**

- a) Nairobi Office – 20<sup>th</sup> September, 2017 at 8.30Am** Kawi House, South C offices (Assemble at Nairobi Office at 8.00am).
- b) Naivasha Office – 20<sup>th</sup> September, 2017 Lake View estate, GDC Naivasha Office** at 11.30Am. (Assemble at Naivasha Office at 11.00am).
- c) Nakuru Office – 20<sup>th</sup> September, 2017** Nakuru's Polo Center, Kenyatta Avenue at 3.00Pm. (Assemble at Nakuru Polo center, Kenyatta Avenue at 2.30pm).

**NB:**

- Tenderers should arrange for their own transport and accommodation during the site visit.
- Each tenderer shall complete the certificate of tenderers visit for each site and sign the attendance register.

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

**MANAGER, SUPPLY CHAIN**

## SECTION II – INSTRUCTIONS TO TENDERERS

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## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form
  - x) Tender security form
  - xi) Performance security form
  - xii) Declaration form

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

## **2.4 Clarification of Documents**

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email 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 no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”
- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5 Amendment of documents**

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

**2.8 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

**2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

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

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

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

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

**2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

**2.11 Tenderers Eligibility and Qualifications.**

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

**2.12 Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

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



- 2.12.2 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 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
  - b) Such insurance guarantee approved by the Authority.
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the 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 30
    - or**
    - (ii) to furnish performance security in accordance with paragraph 31.
  - (c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

- 2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2 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 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

2.14.1 Bidders shall prepare **two copies** of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

## **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: “**DO NOT OPEN BEFORE 3<sup>rd</sup> October, 2017 at 10.00a.m.**”

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than, **3<sup>rd</sup> October, 2017 at 10.00a.m.**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

## **2.17 Modification and withdrawal of tenders**

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The 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.

## **2.18 Opening of Tenders**

- 2.18.1 GDC will open all tenders in the presence of tenderers' representatives who choose to attend on **3<sup>rd</sup> October, 2017 at 10.00am** and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 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.
- 2.18.3 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the 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 shall be sought, offered, or permitted.
- 2.19.2 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.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the 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.
- 2.20.5 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 nonconformity.

## **2.21 Conversion to a single currency**

- 2.21.1 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.

## **2.22 Evaluation and comparison of tenders.**

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

**(a) Operational Plan.**

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than 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 on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.

**2.23. Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## **2.24 Award of Contract**

### **a) Post qualification**

- 2.24.1 In the absence of pre-qualification, 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.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event 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**

- 2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Notification of award**

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

2.26.1 At the same time as 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.

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

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

## **2.27 Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from 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.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 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 not and will not be involved in corrupt or fraudulent practices.

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

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

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

| INSTRUCTIONS TO TENDERERS | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS  |
|---------------------------|---|
| 2.1.1                     | The tender is eligible to all bidders for Provision of Security Services.   |
| 2.4.1                     | <p>A prospective tenderer requiring any clarification of the tender document may notify GDC in writing (email in PDF format or by facsimile) at the following address:</p> <p>One copy to: -<br/>           Manager, Supply Chain<br/>           Geothermal Development Company Limited,<br/>           Kawi House Office,<br/>           P.O. Box 100746 – 00101<br/>           NAIROBI, KENYA<br/>           E-mail: <a href="mailto:procurement@gdc.co.ke">procurement@gdc.co.ke</a><br/>           Copy to: <a href="mailto:dkyaka@gdc.co.ke">dkyaka@gdc.co.ke</a> &amp; <a href="mailto:pkapto@gdc.co.ke">pkapto@gdc.co.ke</a></p> <p>And one copy to: -<br/>           General Manager, Corporate Affairs<br/>           Geothermal Development Company Limited,<br/>           GDC Kawi House Office,<br/>           P.O. Box 100746 – 00101<br/>           NAIROBI, KENYA<br/>           E-mail: <a href="mailto:jwamuyu@gdc.co.ke">jwamuyu@gdc.co.ke</a></p> <p>GDC will respond in writing (e-mail in PDF format) to any request received at least <b>seven (7) days</b> prior to the deadline for the submission of tenders.<br/> <b>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.</b></p> |
| 2.10.1                    | <p>Prices quoted <b>shall</b> be in Kenya Shillings.<br/> <u><b>No correction of arithmetic errors.</b></u><br/>           The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.</p>   |
| 2.12.2                    | <p>The tenderer shall furnish, as part of its tender, a tender security in <b>the amount of Ksh 200,000</b> The tender security should be <b>valid for a period of 30days</b> beyond the tender validity period. I.e. <b>150 days from the date of tender opening.</b></p>  |
| 2.13.1                    | <p>The tender validity period is 120 days from the date of tender opening. A tender valid for a shorter period shall be considered as non-responsive and shall be rejected.</p>   |
| 2.14.1                    | <p>The tenderer should submit an Original and two (2) copies of the tender.</p>   |
| 2.16.1                    | <p>The Tender Closing date is on <b>Tuesday 3<sup>rd</sup> October, 2017 at 10.00 Am.</b></p>   |



|                                |  |
|--------------------------------|--|
| <b>Mandatory Requirements.</b> | <p>The evaluation will be evaluated in following stages:</p> <p><b>a) PRELIMINARY EVALUATION STAGE</b></p> <p>As provided below (A): Tender Evaluation Criteria Mandatory requirement<br/>NB: Bidders who will not meet the mandatory requirements will be declared non-responsive and their bids will not be evaluated further.</p> <p><b>b) TECHNICAL EVALUATION STAGE</b></p> <p>Only bidders who pass the Preliminary stage will be evaluated at the technical evaluation stage on the following parameters;</p> <p><b>i. Technical evaluation (based on scoring) 70Points</b></p> <p>All bidders whose bids will be technically responsive shall have their bids evaluated at the Financial Evaluation stage.</p>   |
| <b>2.24.5</b>                  | <p><b>C) FINANCIAL EVALUATION STAGE</b></p> <p>The lowest evaluated tender per complete schedule will be recommended for award.</p>  |
| <b>2.27.1</b>                  | <p>The performance security shall be 10% of the contract price in the form of a bank guarantee issued by a reputable local bank.</p>   |
| <b>Site Visit</b>              | <p><b>There will be a <u>Mandatory site visit to all the below operational areas as follows;</u></b></p> <p><b>d) Nairobi Office – 20<sup>th</sup> September, 2017 at 8.30Am</b> Kawi House, South C offices (Assemble at Nairobi Office at 8.00am).</p> <p><b>e) Naivasha Office – 20<sup>th</sup> September, 2017 Lake View estate, GDC Naivasha Office</b> at 11.30Am. (Assemble at Naivasha Office at 11.00am).</p> <p><b>f) Nakuru Office – 20<sup>th</sup> September, 2017</b> Nakuru’s Polo Center, Kenyatta Avenue at 3.00Pm. (Assemble at Nakuru Polo center, Kenyatta Avenue at 2.30pm).</p> <p>NB:</p> <ul style="list-style-type: none"> <li>- Tenderers should arrange for their own transport and accommodation during the site visit.</li> <li>- Each tenderer shall complete the certificate of tenderers visit for each site and sign the attendance register.</li> </ul> |

## **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:** Only firms who will attain an overall score of **70marks** in the technical evaluation will have their financial proposals evaluated.

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

### **A: MANDATORY REQUIREMENTS**

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

| <b>No.</b> | <b>Requirement</b>   | <b>Yes</b> | <b>No</b> |
|------------|--|------------|-----------|
| 1.         | An Original tender security of <b>Ksh 200,000</b> in the form specified in the tender document and valid for 150 days from the date of tender opening.   |            |           |
| 2.         | Attach a copy of Certificate of Incorporation/Registration in Kenya  |            |           |
| 3.         | Submit Tax Compliance Certificate valid at the time of opening. The tax certificate shall be verified from KRA tax checker.  |            |           |
| 4.         | Submit copies of Audited Financial Statements/Accounts for the last three year i.e. 2014, 2015 and 2016 with turnover not less than Kshs. 60,000,000.00 for each year.                         |            |           |
| 5.         | Declaration that the service provider shall comply with provision of patrol vehicles within operation areas  |            |           |
| 6.         | Attach a Valid Frequency License (Not Payment Receipts) from Communication Authority of Kenya (CAK)  |            |           |
| 7.         | Evidence of membership of the Kenya Security Industry association (KSIA/PSIA) or any other professional Body/organization whether local or International.                                      |            |           |
| 8.         | Duly filled and signed Confidential Business Questionnaire   |            |           |
| 9.         | The tenderer shall make a mandatory site visit to all the areas specified. A site visit certificate shall be issued by GDC's representatives in the all areas for confirmation of such visits. |            |           |

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

## B. TECHNICAL EVALUATION

| No. | Description of Criteria.  | Requirements   | Max. Score    |
|-----|---|--|---------------|
| 1.  | Physical Facilities i.e. offices in GDC operational areas i.e. Nairobi, and either Naivasha/or Nakuru.  | Attach copies of title, lease or rental agreement for Nairobi ( <b>10mks</b> ) and for either Naivasha or Nakuru county ( <b>10mks</b> )                                     | <b>20 mks</b> |
| 2.  | Provide at least ten (10) letters of recommendation for provision of security services of similar nature and magnitude from other reputable institutions other than GDC indicating satisfactory services rendered; 5 ( <b>five</b> ) of which should be services rendered within the last <b>3 years</b> and with the value of each contract being a minimum of <b>Kshs. 1000,000 per month</b> . | Attach at least ten copies of the recommendations letters ( <b>20mks</b> )<br><br>Contract value of Kshs. 1,000,000.00 per month for at least two contracts ( <b>20mks</b> ) | <b>40 mks</b> |
| 3.  | <b>Years of Existence</b>   |  |               |
|     | Number of years that the firm has been providing security services.<br><br>Attach certificate of registration/incorporation   | More than 15yrs – 20mks<br><br>11 to 14 years – 15mks<br><br>6 to 10 years – 10mks<br><br>1 to 5 years – 5mks<br><br>Less than 1year - 1mk                                   | <b>20mks</b>  |
|     | <b>Mode of paying salaries to guards</b>  |  | <b>20 mks</b> |
| 4.  | Through Banking institutions  | Attach a referee letter from the banking institution   | <b>10 mks</b> |
| 5.  | State latest dates by which salaries are paid to guards<br><br><ul style="list-style-type: none"> <li>• 1<sup>st</sup>-5<sup>th</sup> of every month</li> <li>• 6th &amp; above</li> </ul>  | Attach proof of EFT payments for the last 3 months<br><br><b>(10mks)</b><br><br><b>(3mks)</b>  | <b>10 mks</b> |
|     | <b>TOTAL</b>  |  | <b>100mks</b> |

The above requirements carry a 100% maximum score with a cut off score of 70marks. Any tenderer who does not meet the cut-off score of 70 marks will not be eligible for financial evaluation.

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

- That you may be required to produce original Certificates for ease of verification.
- The technical evaluation team shall visit the premises of the tenderer to verify the accuracy of the information provided especially the equipment and other requirements of the tender without prior notice.

The minimum wage guidelines as stipulated in the prevailing gazette notice (s) must be reflected in the financial bids. Non-complying financial rates will result to disqualification in the financial evaluation.

The successful bidder will be required to produce valid copies of Workman's compensation insurance cover, Group Personal Accident Insurance Cover, Third Party of Public Liability Insurance Cover, Fidelity Guarantee and Contractual Liability Insurance Policy Cover with a minimum liability of KSH 50,000,000/- per event per year, after award BUT before contract signing.

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

### **3.1 Definitions**

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the 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 services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor” means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day
- i) “Month” means calendar month

### **3.2 Application**

These General Conditions shall apply to the extent that they are not superceded by provisions of other part(s) of contract.

### **3.3 Standards**

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

### **3.5 Patent Right’s**

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 services under the contract or any part thereof .

### **3.6 Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 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.
- 3.6.3 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) A bank guarantee.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the tenderer not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Where the Procuring Entity rejects any component of the Services provided, it shall provide a timeline in writing within which the Tenderer shall collect and replace the rejected Services.
- 3.7.5 Should the Tenderer fail to collect the Services within the prescribed timelines or any extension thereof granted, the Procuring Entity shall be entitled to charge a storage fee at the prevailing commercial bank rates until all the rejected Services are collected by the Tenderer.
- 3.7.6 Where the Tenderer despite the extension granted in clause 3.7.5 above fails to collect the rejected Goods, the Procuring Entity shall be entitled to proceed and dispose the rejected Services in accordance with the procedures outlined in the Public Procurement and Asset Disposal Act, 2015. Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Payment**

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

### **3.9 Prices**

3.9.1 Prices charged by the tenderer for Services provided 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.

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

3.9.2 Where contract price variation is allowed, the cumulative value of the variation shall not exceed 25% of the original contract price. Where the variation to contract price results in an increment by more than 25%, such variation shall be re- tendered separately.

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

### **3.10 Assignment**

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.

An Assignment of the tenderer's obligation(s) shall not relieve the tenderer from any of its liabilities or obligation(s) under the Contract

#### **3.10.1 Subcontracts**

The tenderer shall not sub- contract in whole or in part, any of its obligations under this Contract, except with the written consent of the procuring entity. For sub- contracts already specified in the tender, the tenderer shall notify, in writing, the procuring entity of such sub- contracts before the commencement of contract implementation. Sub- contracting shall not relieve the tenderer from any of its liabilities or obligation(s) under the Contract.

### **3.11 Termination**

#### **13.11.1 Termination for Default**

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 provide any or all of the services 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 Goods delivered by the Tenderer do not conform to the Standards specified in the Contract
- d) 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.

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, services similar to those un delivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.12 Termination of insolvency**

The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13 Termination for convenience**

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Termination by Notice**

Either party, at its sole discretion, may at any time by written notice terminate the Contract by giving not less than Thirty (30) days' notice in writing to the other party.

### **3.15 Termination by Mutual Consent**

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

### **3.16 Interest on Delayed Payments**

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



### **3.17 Resolution of disputes**

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

### **3.18 Governing Language**

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.19 Forces Majeure**

**13.19.1 .“Force Majeure”** means an exceptional event or circumstance:

- a) Which is beyond a party's control;
- b) Which having arisen such party could not have reasonably have avoided or overcome;  
or
- c) Which is not substantially attributable to the other party.

3.19.2 The Tenderer shall not be liable for forfeiture of its performance security, liquidated damages, 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.

3.19.3 If a party is prevented from performing any of its obligations under this Contract by Force Majeure, then it shall give notice to the other party of the event or circumstances constituting the Force Majeure and shall specify the obligations the performance of which is or will be prevented. The notice shall be given within fourteen (14) days after the Party which became aware or should have become aware of the event or circumstance constituting Force Majeure.

### **3.20 Effect of Force Majeure:**

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

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

### **3.21 Force Majeure Termination:**

If an event of Force Majeure continues beyond a period of thirty (30) days, the Parties shall meet in good faith to consult, if no such solution is found, either Party shall be entitled to terminate the obligations of the Parties under the Contract which are affected by such Force Majeure by giving written notice of not less than seven (7) days to the other Party.

### **3.22 Limitation of Liability**

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

### **3.23 Incoterms**

The terms applicable to this Tender are as provided in the special conditions of Contract - Not applicable

**3.24 Taxes and Duties** All duties/VAT shall be provided for in the price schedule

### **3.25 Joint and Several Liability**

The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable for all the Supplier's liabilities arising from this Contract and shall designate one of such persons to act as a leader with authority to bind the Joint Venture. The composition

or the constitution of the Joint Venture shall not be altered without the prior consent of the procuring entity.

### **3.26 Variation /Amendments**

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

### **3.27 Applicable Law.**

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

### **3.28 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

### **3.29 Liquidated Damages**

If the contractor fails to perform its obligations 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 Price liquidated damages sum equivalent to 0.5% per week of the Contract Price of the delayed or undelivered service up to a maximum deduction of 10% of the Contract Price. The Procuring Entity may thereafter consider termination of the Contract.

**SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

| <b>G C OF CONTRACT REFERENCE</b>      | <b>SPECIAL CONDITIONS OF CONTRACT</b>   |
|---------------------------------------|---|
| 3.1 Definitions                       | The procuring entity is Geothermal Development Company KAWI house, South C, P. O Box 100746-00101, Nairobi, Kenya. It includes the its legal representative, successors or assigns.   |
| 3.3 Provision and Standard of service | <p>The Security Company shall provide services of high standards in the performance of this Agreement and poor performance shall be grounds for summary termination of the agreement without any notice at the sole discretion of GDC;</p> <p>Frequent and inexcusable delays by the Security Company in the timely performance of its obligations hereunder shall give rise to sanctions and imposition of liquidated damages by GDC.</p> <p>If at any time during the performance of this Agreement the Security Company encounters conditions affecting timely provision of services, the Security Company shall immediately and without any delay notify GDC in writing of the condition, its cause and duration and possible solution thereto and as soon as practicable GDC shall evaluate the condition and may, at its sole discretion, waive the Security Company’s obligations without the risk of sanctions impositions of liquidated damages and or the summary termination of this Agreement without any notice.</p> <p>If at any time during the performance of this Agreement the Security Company encounters conditions affecting timely provision of services, the Security Company shall immediately and without any delay reinstate their Service within six hours failure to which they shall be liable for Summary Termination</p> |
| 3.7 Performance Security              | <p>The Performance Security shall be in the amount of 10% of the Contract Price in the form of a Local bank guarantee. The Performance security will be cashed if the tenderer shall not deliver the services as per the Schedule of Requirements and as per the Contract Agreement.</p> <p>If obtained from an international bank, the bank must have a local correspondence in Kenya and the performance security should be through the local correspondence.</p> <p>The performance Security shall be discharged by the Procuring entity and returned to the tenderer not later than thirty (30) days following the date of completion of the Tenderer’s performance</p>   |

|                  |   |
|------------------|---|
|                  | obligations under the Contract, including any warranty obligations  |
| 3.10 Assignment  | <p>The Security Company shall not assign or sub-contract any of its rights or duties under this Agreement. This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the date hereof but without prejudice to any rights that have already accrued to either of the parties.</p> <p>The Security Company shall secure all GDC property, staff and their personal effects as reflected in the First Schedule.</p>  |
| 3.11 Termination | <p>This Agreement shall unless extended by both parties terminate at the end of two (2) years from the date hereof. HOWEVER either party may terminate the Agreement by giving to the other party One (1) month notice in writing or payment of One (1) month the set fees and charges in lieu of such notice;</p> <p>HOWEVER either party may terminate the Agreement by giving to the other party One (1) month notice in writing or payment of One (1) month the set fees and charges in lieu of such notice;</p> <p>GDC may without prejudice to any other remedy accruing to it for breach of contract terminate this Agreement in writing in whole or in part if:-</p> <p>The Security Company frequently fails to provide services of high standards in the performance of this Agreement and<br/>The Security Company fails to perform any other obligation under this Agreement.</p> <p>7.2 Summary Termination<br/>GDC may without prejudice to any other remedy accruing to it terminate the contract summarily by giving forty eight hours' notice:-</p> <p>Where it is established that the Security Company or its guards thereof colluded with a third party in the case of a theft or breach of security in the Employers Premises;</p> <p>Where it is established that the guards of the Security Company carried out a theft or breached security in the Employers Premises;</p> <p>Where it is established that the Security Company have continuously failed to prevent theft or security breach in the employers Premises including the Employers staff quarters where applicable;</p> <p>Where the Security Company fails to manage its affairs hence occasioning its guards to carry out an industrial action and therefore putting the security of the Employers premises, staff or property in</p> |

|  |   |
|--|---|
|  | <p>jeopardy.</p> <p>Where for reason of omission or commission of the Security Company the security of the Employers premises, staff or property is in jeopardy.</p> <p>Where it is established that the Security Company in dealing with its employees fails to comply with the Minimum wages as prescribed by the Ministry of Labour from time to time. Guards must be paid by the 7th day of the month.</p> <p>Evidence that guards are not properly kitted i.e. lack of uniform and any other uniform item i.e. boots.</p> <p>Failure to carryout practical remedy on weak points observed by GDC and submitted in writing.</p> <p>On termination of this Agreement howsoever terminated the Security Company shall be permitted to remove all its equipment sign plates instruments and guard dogs which may have been placed by the Security Company upon the Premises.</p>   |
| <p>3.12 Payment Terms &amp; Conditions</p> | <p>The Security Company shall be paid for all the services rendered up to the day of termination and or the contract Closed.</p> <p>Any payments owed by the Security Company shall be deducted from the outstanding payments to the Security Company.</p> <p>The Security Company shall be held liable to make good the losses and / or damages to GDC occasioned as a result of theft in any of its Premises under their guard.</p> <p>Geothermal Development Company's credit period is Thirty (30) days upon receipt of certified invoices and signed job cards confirming that the services have been rendered in accordance to contract terms and conditions. Payments will be made to the account of the Security Company and according to the payment schedule provided in the Contract Agreement. Any other payment shall be made together with the final payment or as may be agreed by the parties</p> <p>Payment shall be made through Geothermal Development Company's cheque or telegraphic transfer to the vendors account.<br/>Interest on delayed payment is not applicable</p> <p>Advance Payment is not applicable</p> |
| <p>3.13 Prices</p>                         | <p>i. Prices shall be fixed during the Supplier's performance of the Contract. Variation if approved will be based on the prevailing consumer price index from the Kenya Bureau of Statistics or the monthly inflation rate issued by the Central Bank of Kenya.</p>  |

|                                    |   |
|------------------------------------|---|
| <p>3.16 Forces Majeure</p>         | <p>Both parties shall be released from their respective obligations in the event of the occurrence of a force majeure event, whereby a condition beyond the control of GDC or the Security Company not involving the parties' fault or negligence and foreseeable such as national emergency, war, prohibitive governmental regulation or from any other cause PROVIDED THAT any contractual rights and obligations accruing to the parties prior to the occurrence of any or all of the aforesaid events shall be enforceable.</p> <p>If any or all of the aforesaid events shall occur either party shall immediately and without undue delay notify the other in writing of such occurrence and unless otherwise directed in writing the parties shall continue to perform their obligations under the Agreement as far as reasonably practical and shall seek any other alternative means for performance thereof if circumstances shall permit</p>   |
| <p>3.18 Resolution of Disputes</p> | <p>any dispute or difference of any kind arises between the Parties in connection with this Agreement or the breach, termination or validity hereof (a "Dispute") it shall be referred to arbitration under the Nairobi Center for International Arbitration Rules and it is hereby agreed that;</p> <ul style="list-style-type: none"> <li>(a) The seat of the arbitration shall be Nairobi, Kenya;</li> <li>(b) There shall be a panel of three (3) arbitrators. Each Party shall appoint one arbitrator and the third who shall be the chairman who shall be appointed in accordance with the Nairobi Center for International Arbitration Rules, Provided that any person who has existing or prior relationship with either Party shall not be eligible for appointment as an arbitrator except with the consent of both Parties.</li> <li>(c) The language of the arbitration shall be English;</li> <li>(d) The award rendered shall apportion the costs of the arbitration;</li> <li>(e) A party aggrieved by the decision of the arbitrator reserves the right of appeal in a Court of Competent Jurisdiction.</li> <li>(f) The award shall be in writing and shall set forth in reasonable detail the facts of the Dispute and the</li> </ul> |

|  |  |
|--|--|
|  | <p>reasons for the tribunal’s decision.</p> <p>(g) The provisions of this Clause shall continue to be binding on the Parties notwithstanding any termination or cancellation of this Contract.</p>   |
| Notices  | <p>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: -</p> <p>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;</p> <p>b) An email sent to the email address of the party concerned shown below.</p> <p>The addresses of the parties for Notices shall be: -<br/> GDC:<br/> The. Managing Director &amp; CEO<br/> Geothermal Development Company Ltd (GDC)<br/> P.O Box 100746 – 00101<br/> Nairobi, Kenya</p> <p>or such other address as GDC may designate as its address for this purpose by Notice to the Service Provider.</p> |
| Management Meetings                                | <p>A Contract management meeting shall be held quarterly and must be attended by the Employer’s Representative and the Service Provider. Its business shall be to review the performance of the Work. The Employer’s Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer’s Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting. However, emergency meetings can be called upon at short notices.</p> <p>Official communication between parties shall be in writing.</p>                   |
| Confidentiality                                    | <p>The Security Company, its Security Officers, servants and agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of GDC that is not already in the public domain.</p>  |
| Inducement/payment of commission and corrupt gifts | <p>13.1 The Service Provider shall not;</p> <p>(3) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an</p>  |



|                          |   |
|--------------------------|---|
|                          | <p>inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or is favor to any person in relation to this or any other contract with the Employer.</p> <p>(b) Any breach of this Condition by the Service Provider or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.</p> |
| <p>Probation period</p>  | <p>The Security Company shall provide the services to GDC on a probationary basis during the first <b>Three (3)</b> months of this Agreement and thereafter, subject to proper performance and evaluation thereof, the Agreement may be confirmed in writing at the discretion of GDC.</p>  |
| <p>Industrial action</p> | <p>Where personnel, in pursuance of the due process of the law, resort to industrial action such as strikes, lockout or sit-ins this shall not be construed as an event of force majeure.</p>   |

## SECTION V – SCHEDULE OF REQUIREMENTS

### TECHNICAL SPECIFICATIONS/ SERVICE REQUIREMENTS

#### 1. Technical requirements

- i) Office premises
- ii) Well established and experienced security firm,
- iii) The firm's current and previous client's country wide, with names of contact persons and the addresses E-mail, telephone and location.
- iv) Company's asset and financial statements just in case of mitigations to clients loss,
- v) The firms policy on maintenance and supervision of guards
- vi) Provision of working tools and licensed communication equipment
- vii) Presentable pairs of uniforms (list).
- viii) Back up services and alarm systems
- ix) The firm should demonstrate a strong financial capability
- x) The firm should have adequate staff to be deployed to the assignment and relievers at their own cost.
- xi) The firm should provide most recent certificates of good conduct for its staff
- xii) **The service provider shall be required to engage staff from local community in GDC areas of operation and adhere to government pay rate for salaries and remunerations.**

#### 2. SERVICE REQUIREMENTS

The successful Bidder will be expected undertake the following:-

- (a) All assignment areas should be manned by required personnel at all times.
- (b) All guards should be in well groomed, in full uniform, properly kitted and presentable while on assignment.
- (c) Guards must report on duty 15 minutes before change over time.
- (d) All vehicles entering and exiting Company premises should have the occupants /items checked and logged in the register before authority to proceed is granted. All company equipment or furniture being removed from premises must be accompanied by duly authorized gate passes whose copy should be retained by the guard.
- (e) Guards must be literate and able to communicate and express themselves verbally and in writing in the national language.
- (f) Guards should exhibit courtesy and handle customers with respect while undertaking their duties.
- (g) Guards should be able to operate radios, alarm systems, access control systems and Close Circuit Televisions systems.
- (h) Provide trained security dogs and dog handlers where required.
- (i) Provide effective radio communication HF & VHF with an established base station and or suitable electronic communication, deployment and routine check patrol vehicles, motor bikes (provide details of motor vehicles and motor bikes) together with CCK radio communication licenses).
- (j) Attend fire emergency situation/fire prevention, detection and control.
- (k) Have back-up systems in cases of emergencies.
- (l) Identify and mitigate threats such as attacks, thefts and bombs.

- (m) Assist in First Aid and evacuation drills.
- (n) The guards should be able to conduct crowd control.
- (o) The guards should be able to call police, fire brigade and ambulances in cases of emergencies.
- (p) All persons employed and deployed to GDC must be medically fit to undertake their duties. Relevant Medical Certificates to be produced upon request.
- (q) All persons employed and deployed to GDC should be of legal age and have Certificates of Good Conduct.
- (r) All security officers and personnel will be subjected to an effective supervisory arrangement and procedures that GDC will spell out and GDC shall make periodical check/visits.
- (s) All guard dogs will be required to be medically examined and medical certificates supplied. The quality of breed of such dogs must be indicated and certified by a Veterinary doctor.
- (t) The Security Company shall be expected to comply with Environmental Management Coordination Act (EMCA) and Occupational Health & Safety Act (OHSA) and other statutory requirements relevant to security services.
- (u) The Security Company will conduct regular reviews as prescribed in the Performance Assessment Form of the service.
- (v) The guards are prohibited from operating any type of equipment, driving of company or staff vehicles within their reach.
- (w) There will be no extra charges for Saturdays, Sundays and Public Holidays.
- (x) Guards are prohibited from sleeping, smoking, lighting borne fires, or chatting during working hours.
- (y) Guards must not tamper with any apparatus, switches, meters and accessories.

### **3. MAINTENANCE OF AN OCCURRENCE BOOK**

The procuring entity will provide OB as required where daily occurrences will be recorded and the supervisors will sign to certify their physical visits or change of guards, i.e. Occurrence Books and note any incidences during the execution of the Works. The Occurrence Book will be the property of GDC and shall be presented to the Managing Director or his representative

### **4. KITTING/EQUIPMENT**

All guards must be fully equipped with the right tools of their trade as follows:

- (a) Peak Caps/Berets
- (b) Whistles and Lanyards
- (c) Torches and batteries
- (d) Serviceable military boots
- (e) Other security equipment's like electronic metal detectors, undercarriage mirrors, etc.
- (f) Great Coats
- (g) Sweaters
- (h) Clean, presentable Uniforms (Shirt & Trousers) and Tie where applicable at all times while on duty.
- (i) Clubs
- (j) Identification badges

- (k) Communication equipment's
- (l) Umbrellas and any other protective clothing.
- (m) A performance Assessment Report form shall be completed by both parties on monthly basis.

## **5. LOGISTICS**

5.1 The Security Company shall make arrangements and be responsible at their own cost for the following:

5.1.1 General transport requirements for all its personnel to and from the assignment to be factored in the overall unit price.

5.1.2 The Security Company shall be expected to establish a site office outside GDC premises where necessary.

5.1.3 Provision of communication equipment's at the assignment area and all patrol Vehicles must be fitted with vehicular radio communications

## **6. INSURANCE**

### **6.1 General requirements of Insurance Policies**

The Security Company shall procure and maintain Insurance Policies as follows;

- a) Work Injury Benefit Policy or Group Personal Accident Policy or Employers Liability Policy
- b) Contractual Liability Cover with a minimum liability of Kshs 20,000,000/- per event and Kshs 20,000,000/- per year.
- c) Insurance cover against property being guarded by the Service Provider.

## **7. SIGN PLATES**

7.1 The Security Company shall at its own cost and subject to the prior approval thereof, provide sign plates indicating that the Premises are being guarded by the Security Company and that guard dogs in use are not a threat.

## **8. INDEMNITY**

8.1 The Security Company shall indemnify and keep indemnified GDC, its servants and agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the Security Company, its servants or agents whilst performing their duties under this agreement and against the dishonesty of its Security Officers whilst performing their duties hereunder and this shall include any loss damage injury or any consequential or indirect loss sustained by GDC, its servants or agents or third parties lawfully on the Premises by reason of any act or omission or neglect of the Security Company its servants or agents.

8.2 In the event of a loss, investigations must commence immediately by both parties in conjunction with the Police. The investigations shall be coordinated by the Area security Officer who will report his/her findings to the Ag Manager security or his/her representative for action.

## **9. CLAIMS**

- 9.1 Notice of all claims by GDC in respect of any loss damage or injury or consequential or indirect loss shall be given in writing to the Contractor giving details of such loss, damage or injury of consequential or indirect loss within Fourteen (14) days after the discovery of such damage loss or injury. The Contractor shall be expected to respond in writing admitting liabilities or otherwise upon written admission of liability, the contractor shall, within thirty ( 30) days from the date of the claim proceed to settle the claim by making good the claim particulars as demonstrated by the employer. If after the expiry of thirty days the contractor will not have made good the claim, the employer shall deduct the claim amount from the subsequent payment due to the contractor. Any disputes arising thereof shall be dealt with as provided under Dispute resolution clause in SC20.

## **10. CONTRACT PRICE**

- 10.1 In consideration of the services to be rendered by the Security Company under this Agreement GDC shall pay to the Security Company such fees and charges as specified in the Second Schedule of this Agreement.
- 10.2 GDC shall pay to the Security Company the Contract Price within Thirty (30) days upon receipt of certified invoices confirming that the invoiced services have been rendered in accordance to the contract.
- 10.3 The said fees and rates shall be valid for the entire period of this Agreement and no variation thereto will be effected.
- 10.4 Charges for Temporary Work Orders exceeding seven (7) days shall revert to the normal contract rates per month.

## 11. SCOPE OF SERVICES

### OFFICES AND OPERATIONAL SITES

| No  | Location       | Service      | Quantity |
|---|----------------|--------------|----------|
| <b>NAIROBI, NAIVASHA &amp; POLO CENTRE OFFICES (SCHEDULE 1)</b> |                |              |          |
| 1.  | NAIROBI        | Night Guards | 4        |
|   |                | Day Guards   | 8        |
|   |                | Supervisor   | 1        |
| 2.  | NAIVASHA       | Night Guards | 3        |
|   |                | Day Guards   | 2        |
| 3.  | NAKURU<br>POLO | Night guards | 8        |
|   |                | Day guards   | 8        |

**Note:** The numbers of guards indicated are estimates but payment will be made on the actual number of guards deployed & patrol vehicles deployed. In addition to deployment areas, the firm may be required from time to time to provide the services for other GDC operations. The number of guards to be deployed shall be advised in writing from time to time and the unit rates for the region shall be used for payment.

### SPECIAL INSTRUCTIONS

- 1) The contractors/Provider shall be expected to familiarize themselves with the prevailing local working conditions and the respective community interests in the areas of operations.

**SECTION: VII PRICE SCHEDULE**

| <b>NAIROBI, NAIVASHA &amp; NAKURU POLO CENTRE OFFICE</b> |  |                |                      |   |  |                             |            |                              |
|--|--|----------------|----------------------|---|--|-----------------------------|------------|------------------------------|
| <b>No</b>  | <b>Location</b>  | <b>Service</b> | <b>No. of guards</b> | <b>Gross salary per guard (per month)</b> | <b>Unit operational cost per guard (per month)</b> | <b>Total cost per month</b> | <b>VAT</b> | <b>Total price Incl. VAT</b> |
| <b>NAIROBI OFFICE, KAWI HOUSE</b>                        |  |                |                      |   |  |                             |            |                              |
| 1.   |  | Night Guards   | 4                    |   |  |                             |            |                              |
|  |  | Day Guards     | 8                    |   |  |                             |            |                              |
|  |  | Supervisor     | 1                    |   |  |                             |            |                              |
| <b>NAKURU POLO CENTRE OFFICE</b>                         |  |                |                      |   |  |                             |            |                              |
|  |  | Night guards   | 8                    |   |  |                             |            |                              |
|  |  | Day guards     | 8                    |   |  |                             |            |                              |
| <b>NAIVASHA OFFICE</b>                                   |  |                |                      |   |  |                             |            |                              |
| 2.   |  | Night Guards   | 3                    |   |  |                             |            |                              |
|  |  | Day Guards     | 2                    |   |  |                             |            |                              |
|  | <b>Total Price for 33 No. of Guards &amp; 1 supervisors Per Month Incl. of VAT</b> |                |                      |   |  |                             |            |                              |
|  | <b>Total Price for 33 No. of Guards &amp; 1 supervisors Per annum Incl. of VAT</b> |                |                      |   |  |                             |            |                              |

**No correction of arithmetic errors.**

The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

**Tenderer's Name (Company)** \_\_\_\_\_

**Signature & Rubber stamp:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**NB: Total price per annum (total price per month x 12 months)**

**NOTE:**

- 1. Tender price is for the duration of the contract for a period of two years, this figure is to be used for purposes of tender performance bonds.**
2. The total numbers of guards indicated are estimates but payment will be made on the actual number of guards & patrol vehicles deployed during the period.
3. The gross salary per guard (per month) will be the actual amount that the firm undertakes to pay to the security guard. This should not be below the Government of Kenya's minimum approved wage.
4. The unit operational cost per guard (per month) will comprise of all the other costs such as transport requirements for personnel to and from their assignments as well as patrols within the assignment areas; Communication radios/mobile phones in all assignment areas; Kitting and uniform and such other operations related costs associated with this service
5. Rates charged by the Contractor for Services performed under the Agreement shall not vary from the rates quoted by the Contractor in the tender throughout the performance of the Agreement where the number of guards is increased.

GDC reserves the right to vary the number of guards in any area to suit its requirements.



## **SECTION VIII- STANDARD FORMS**

**1.1 FORM OF TENDER**

Date \_\_\_\_\_

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

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers]*, the of which is hereby duly acknowledged, we, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of. *[ total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* *[In the capacity of]*

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

## 1.2 CONTRACT FORM

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_ 20\_\_ between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

### 1.3 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 address .....Tel 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>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details .....</p>  |             |                     |                     |        |         |       |       |       |         |       |       |       |         |       |       |       |         |       |       |       |
|---|-------------|---------------------|---------------------|--------|---------|-------|-------|-------|---------|-------|-------|-------|---------|-------|-------|-------|---------|-------|-------|-------|
| <p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <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>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="1"> <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>   |             |                     |                     |        |         |       |       |       |         |       |       |       |         |       |       |       |         |       |       |       |

## 1.4 TENDER SECURITY FORM

Whereas .....[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender ] for the provision of .....

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](hereinafter called “the Bank”)are bound unto.....

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of .....

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

(a) fails or refuses to execute the Contract Form, if required; or

(b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

---

[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

**1.5 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]*

## 1.6 QUALIFICATION INFORMATION

### 1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copies of the follow up Certificates);

Registration Certificate \_\_\_\_\_

VAT/PIN Certificate \_\_\_\_\_

Power of Attorney of signatory of tender  
for Limited Liability Companies \_\_\_\_\_

Single Business Permit \_\_\_\_\_

1.2 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position:

Name:

Years of experience:

Years of experience in proposed position:

Field manager

Supervisor

1.3 Audited Financial report for the last two years: Attach a copies

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.4 Name, address and telephone, e-mail, telex and facsimile numbers of banks that may provide reference if contacted by the Employer.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.5 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

\_\_\_\_\_  
\_\_\_\_\_

1.6 Proposed program (work method and schedule) for the whole of the Works.

\_\_\_\_\_  
\_\_\_\_\_

**1.7 EQUIPMENT TO BE USED FOR THIS CONTRACT**

- 1. Vehicles (Give types, reg. Nos. and copy of log-books).
- 2. Motor Bikes (Give types, reg. Nos. and copy of log books).....
- 3. Bicycles (Give number in figures).....
- 4. Radio Room .....Yes .....No
- 5. Radio Communication Equipment (specify)
  - VHF.....Quantity.....
  - HF..... Quantity.....
  - PHONES..... Quantity.....
  - Others (specify).....
- 6. Any Other Equipment/services .....

**Attach list**

Tenderer’s signature.....

Tenderer’s Company Rubber stamp.....



## 1.8 PERFORMANCE ASSESSMENT FORM

### DESCRIPTION OF ASSESSMENT CRITERIA:

#### ITEM AVAILABILITY YES/NO, SCORE TOTAL POINTS (100%)

##### 1. KITTING

- (a) Peak/caps/berets
- (b) Whistles/Lanyards
- (c) Boots
- (d) A Pair of Uniforms (*Clean/Presentable*)
- (e) Sweaters/Coats
- (f) Batons
- (g) Belts
- (h) Torches with Batteries

##### 2. EQUIPMENT

- *Applicable*)
- Communication
- Radio/Mobile
- Electronic Metal Detectors
- Under Carriage Mirrors
- Training Program

##### 3. TRAINING

- Knowledge of Law
- Discipline
- First Aid
- Fire fighting Skills
- Anti-Terrorism Training

##### 4. PUNCTUALITY

- Present
- Absent
- Alert
- Asleep

##### 5. SNAP CHECK

TOTAL SCORE

% AWARDED

SIGNED BY:

CONTRACTOR'S

REP & WITNESS

DATE:

SIGN:

GDC REP &

WITNESS

DATE:

SIGN:

**KEY:**

1. At least 50 % of the guard force in a given assignment area will be assessed.
2. Assessment will be done on monthly basis by both parties
3. Scores will be awarded as follows:
  - Yes- 1 point per item max 5points
  - No- 0 point
4. Maximum possible score 100%
5. Cut off score 70%

**10 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))