



**TENDER FOR PROVISION OF MICROSOFT  
LICENSING FOR A PERIOD OF ONE (1)  
YEAR.**

**GDC/ICT/OT/039/2019:2020**

**CLOSING DATE AND TIME: 7<sup>TH</sup> MAY, 2020  
AT 2.00PM.**

**Geothermal Development Company  
Ltd (GDC)  
P.O. Box 100746-00101  
NAIROBI  
Tel: +254 719 036000;  
020 2427516  
Website: [www.gdc.co.ke](http://www.gdc.co.ke)**

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**SECTION I: INVITATION TO TENDER**

**DATE: 20/04/2020**

**TENDER NAME: TENDER FOR PROVISION OF MICROSOFT LICENSING FOR A PERIOD OF ONE (1) YEAR.**

**TENDER NO.: GDC/ICT/OT/039/2019:2020**

- 1.1 The Geothermal Development Company Limited invites sealed bids from eligible candidates for the **Provision of Microsoft Licensing for a Period of One (1) Year.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents from the office of Manager, Supply Chain at Kawi House Office, located at South C Bellevue, Off Mombasa Road, Red Cross Road between 9.00am and 4.00pm during weekdays.
- 1.3 An electronic copy of the tender document may be obtained by interested firms upon payment of a non-refundable fee of **Kshs. 1000** payable to our accounts office in cash or bankers cheque. The document can also be viewed and downloaded from the website [www.gdc.co.ke](http://www.gdc.co.ke) or <http://tenders.go.ke> **free of charge or at no cost.** Bidders who download the tender document from the website **MUST** forward their immediately for records and any further tender clarifications and addenda to address provided at appendix to instruction to tenderers.
- 1.4 Tenders **MUST** be accompanied by a **Tender Security in the amount of Kshs. 200,000.00** from a reputable Bank/Insurance Company operating in Kenya in the format provided in the tender document.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender name and tender reference number and be deposited in the Tender Box at GDC Kawi House Office Ground Floor, located at South C Bellevue ,Off Mombasa Road, Red Cross Road, or be addressed to;

**THE MANAGING DIRECTOR,  
GEOTHERMAL DEVELOPMENT COMPANY LTD (GDC)  
P.O. BOX 100746 – 00101  
NAIROBI, KENYA**

So as to be received on or before **Thursday 7<sup>th</sup> May, 2020 at 2.00pm (1400Hrs)**

- 1.6 Prices quoted per full schedule should be inclusive of all taxes & all other costs and must be in Kenya Shillings.
- 1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at GDC Kawi House Office Ground Floor boardroom.
- 1.8 Late Tenders will be not opened and accepted.

**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. GDC 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 GDC 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 GDC, 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 be **Kshs. 1,000.00**

### 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) Performance security form
  - xi) Declaration of undertaking

- 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 GDC in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The GDC 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 GDC. 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 GDC shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5 Amendment of documents**

- 2.5.1. At any time prior to the deadline for submission of tenders, the GDC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by 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 GDC, 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 GDC, 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 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the GDC 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 GDC 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 required for this tender is Kshs. 200,000.00 in the form of Bank/Insurance guarantee issued in Kenya.
- 2.12.2 The tender security is required to protect the GDC 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 GDC 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 GDC.
- 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 GDC on the Tender Form; or
  - (b) In the case of a successful tenderer, *if* the tenderer fails:
    - (i) to sign the contract in accordance with 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 GDC, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the GDC as nonresponsive.

2.13.2 In exceptional circumstances, the GDC may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 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 The tenderer 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 GDC 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 **Thursday 7th May, 2020 at 2.00pm.**"

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 GDC 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 GDC at the address specified under paragraph 2.15.2 no later than **Thursday 7<sup>th</sup> May, 2020 at 2.00pm**

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

## 2.18 **Opening of Tenders**

2.18.1 The GDC will open all tenders in the presence of tenderers' representatives who choose to attend, at **2:00pm, Thursday 7<sup>th</sup> May, 2020** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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 GDC, at its discretion, may consider appropriate, will be announced at the opening.

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

2.19.2 Any effort by the tenderer to influence the GDC in GDC 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 GDC 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 GDC 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 GDC will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. GDC determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the GDC 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 GDC 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 GDC 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 GDC 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 2.23 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The GDC 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 GDC 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 GDC 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 GDC**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the GDC 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 GDC 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 GDC will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

### **b) Award Criteria**

2.24.3 Subject to paragraph 2.29 the GDC will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The GDC reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for GDC action. If the GDC determines that none of the tenderers is responsive; the GDC 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 GDC 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 GDC 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 GDC notifies the successful tenderer that its tender has been accepted, the GDC 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 GDC.

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 GDC, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the GDC.

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 GDC may make the award to the next lowest evaluated or call for new tenders.

## 2.28 **Corrupt or Fraudulent Practices**

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

2.28.3 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 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 suppliers capable of <b>Providing Microsoft Licensing for a Period of One (1) Year.</b>
2.2.1	An electronic copy of the tender document may be obtained by interested firms upon payment of a non-refundable fee of <b>Kshs. 1000</b> payable to our accounts office in cash or bankers cheque. The document can also be viewed and downloaded from the website <a href="http://www.gdc.co.ke">www.gdc.co.ke</a> or <a href="http://supplier.treasury.go.ke">http://supplier.treasury.go.ke</a> <b>free of charge or at no cost.</b> Bidders who download the tender document from the website must forward their particulars immediately for records and any further tender clarifications and addenda to the emails provided in clause 2.4.1 of the appendix to instruction to tenderers
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 style="padding-left: 40px;">Manager, Supply Chain Geothermal Development Company Limited, Kawi House, South C Bellevue ,Off Mombasa Road, Red Cross Road P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: <a href="mailto:procurement@gdc.co.ke">procurement@gdc.co.ke</a> Copy to: <a href="mailto:dkyaka@gdc.co.ke">dkyaka@gdc.co.ke</a> &amp; <a href="mailto:pkapto@gdc.co.ke">pkapto@gdc.co.ke</a></p> <p><u>And One copy to:</u> -</p> <p style="padding-left: 40px;">General Manager, Corporate Services Geothermal Development Company Limited, P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: <a href="mailto:jwamuyu@gdc.co.ke">jwamuyu@gdc.co.ke</a> and copied to; <a href="mailto:dlangat@gdc.co.ke">dlangat@gdc.co.ke</a></p> <p>NB: Any request for clarification must be in the firm’s letterhead, signed and must be in reference to the specific parts of the tender document properly numbered specific parts of the tender document properly numbered.</p>
2.4.2	GDC will respond in writing (e-mail in PDF format) to any request for clarification received at least seven (7) <b>days</b> prior to the deadline for the submission of tenders.
2.8.1	Tenderers shall complete the form of tender furnished in the tender documents.
2.10	Prices shall be quoted in Kenya Shillings or an easily convertible currency.
2.12	Tenderers shall furnish, as part of its tender, a tender security in the amount of <b>Kshs. 200,000.00 issued by a reputable Bank/Insurance guarantee operating in Kenya and valid for 150 days from the date of tender opening.</b>



2.13.1	The tender validity period is <b>120 days</b> from the date of tender opening. A tender valid for a shorter period shall be considered non-responsive and shall be rejected.																																												
2.14.1	Tenderers shall prepare and submit <b>One (1) original</b> and <b>One (1) copy</b> of the tender document. The bid document should be initialed, paginated and well bound including all attachments.																																												
2.15.1	Tenderers shall seal the original and the copies of the tender in one envelope and be addressed to the address given in the invitation to tender.																																												
2.16.1	Tenders must be received by not later than <b>Thursday 7th May, 2020 at 2:00pm.</b>																																												
2.18.1	GDC will open the tenders in the presence of tenderers representatives who choose to attend the tender opening at <b>2:00pm, Thursday 7th May, 2020 at 2.00pm</b> in the location specified in the invitation to tender.																																												
2.22.1	<p><b><u>Tender Evaluation Criteria</u></b></p> <p>a) Mandatory Evaluation Criteria- This will be based on the compliance to the following criteria by tenderers.</p> <table border="1"> <thead> <tr> <th>No.</th> <th>Requirement</th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Duly filled, signed &amp; stamped Price Schedule.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>Duly filled, signed &amp; stamped Tender Form</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>Original Tender Security in the amount of Ksh.200,000.00 in the form of bank or insurance guarantee valid for a period of 150 days from the date of tender opening. The Bank or Insurance guarantee shall be issued by a reputable Bank or Insurance Firm operating in Kenya.</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>Attach a copy of certificate Incorporation/Registration.</td> <td></td> <td></td> </tr> <tr> <td>5.</td> <td>Attach a copy of a Valid Business Permit</td> <td></td> <td></td> </tr> <tr> <td>6.</td> <td>Attach a copy of PIN Certificate</td> <td></td> <td></td> </tr> <tr> <td>7.</td> <td>Attach a copy of the Tax Compliance Certificate valid at the time of tender opening. GDC shall confirm the Certificate validity from the KRA tax checker.</td> <td></td> <td></td> </tr> <tr> <td>8.</td> <td>Duly filled and signed Confidential Business Questionnaire.</td> <td></td> <td></td> </tr> <tr> <td>9.</td> <td>Dully filled and signed Declaration of Undertaking not to engage in corrupt fraudulent practice.</td> <td></td> <td></td> </tr> <tr> <td>10.</td> <td>Tenderers to provide audited financial accounts statements for the past three (3) years (2018, 2017 &amp; 2016).</td> <td></td> <td></td> </tr> </tbody> </table> <p>Note: Tenderers must pass all the parameters in the mandatory evaluation so as to be considered for technical evaluation. Please note that the authenticity of the above documents provided <b>SHALL</b> 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.</p>	No.	Requirement	Yes	No	1.	Duly filled, signed & stamped Price Schedule.			2.	Duly filled, signed & stamped Tender Form			3.	Original Tender Security in the amount of Ksh.200,000.00 in the form of bank or insurance guarantee valid for a period of 150 days from the date of tender opening. The Bank or Insurance guarantee shall be issued by a reputable Bank or Insurance Firm operating in Kenya.			4.	Attach a copy of certificate Incorporation/Registration.			5.	Attach a copy of a Valid Business Permit			6.	Attach a copy of PIN Certificate			7.	Attach a copy of the Tax Compliance Certificate valid at the time of tender opening. GDC shall confirm the Certificate validity from the KRA tax checker.			8.	Duly filled and signed Confidential Business Questionnaire.			9.	Dully filled and signed Declaration of Undertaking not to engage in corrupt fraudulent practice.			10.	Tenderers to provide audited financial accounts statements for the past three (3) years (2018, 2017 & 2016).		
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b) Technical Evaluation Criteria-This will be based on compliance to the following criteria by tenderers.			
No.	Description of Criteria.	Requirements	Max.Score
1.	Proof and references  Similar Experience	<p>Tenderers/Bidders should provide supporting documentation as evidence of their ability to sell CSP licenses.</p> <p>1. Provide <b>a list of at least three (3)</b> major clientele/customers in which the bidder has undertaken similar services/assignments in the last five (5) years, detailing the nature of the assignment, the value of the contract, contact person including contact addresses. – 6 Marks</p> <p><i>Note: Marks allocation is 2 Marks for each Clientele/Customer provided</i></p> <p>2. <b>For the list above</b>, provide proof of copy of contracts or copy of Purchase Orders (<i>issued to the bidder</i>) for the sale of CSP Office 365 licenses or other Microsoft cloud services such as Azure etc.</p> <p>i. Three (3) or more Contracts or LPO’s - 14 Marks</p> <p>ii. Two (2) Contracts or LPO’s – 10 Marks</p> <p>iii. One (1) Contract or LPO – 5 Marks.</p> <p><i>Note: Marks allocation is for each copy of contract or Purchase Order provided.</i></p>	<b>20 marks</b>
2.	Microsoft Partnership Level	<p>The Bidder should :</p> <p>1. Provided proof of being a Microsoft Gold or Silver partner. – 15 Marks – <i>Provide certification of being a Microsoft Gold or Silver Partner.</i></p> <p>2. Show proof of being an authorized reseller of Microsoft CSP licenses in Kenya. – 15 Marks (<i>Attach authorization letter from Microsoft</i>).</p>	<b>30 marks</b>
3.	ICTA Cloud Accreditation	Provide proof of a valid ICT Authority Certificate of accreditation in Cloud Computing & System applications.	<b>10 marks</b>

4.	Training & Testing	<p>The bidder MUST provide proof of:</p> <ol style="list-style-type: none"> <li>1. Provide a letter from Microsoft authorizing/appointing to be a training centre. - 10 Marks. <i>Tenderers/bidders with no training facility should provide a letter from a training partner duly <b>authorized by Microsoft and signed by both parties/partners.</b></i></li> <li>2. Ability to provide Certifications locally in a Microsoft certified Testing/Examination Center. -10 Marks – <i>Tenderers/bidders to provide a letter from <b>Microsoft or its appointed certification partner</b> authorizing it to be an examination/testing centre in Kenya. Tenderers/bidders with no training facility for testing/examination should provide a letter from a training partner duly authorized by Microsoft or its appointed examination/testing partner and signed by both parties/partners.</i></li> </ol>	<b>20 marks</b>
5.	Adequacy of the proposed Work Plan & Methodology in responding to GDC requirements	<p>Tenderers/bidders to provide his proposed work plans and methodology to reflect the following:</p> <ol style="list-style-type: none"> <li>a) Timelines of License Delivery within seven (7) days - 5 Marks</li> <li>b) Flow chart of the activation process to avoid downtime - 5 Marks</li> <li>c) Escalation Matrix – 5 Marks</li> <li>d) Provide evidence of 24/7 Support Desk and Contact (s) – 5 Marks.</li> </ol>	<b>20 marks</b>
<b>Total Marks</b>			<b>100 marks</b>
<p>Note: <b>The above requirements carry a 100% maximum score with a cut off score of 70%.</b> Any tenderer who does not meet the cut-off score will not be eligible for financial evaluation.</p> <p>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.</p> <p>c) Financial Evaluation Criteria- This will be based on the compliance to the following criteria by tenderers.</p> <ol style="list-style-type: none"> <li>i. The lowest evaluated total price inclusive of all taxes for a period of one (1) year.</li> </ol>			

	ii. 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.
2.24	GDC may at its own discretion conduct due diligence on the tenderers to establish their ability to perform the contract.
2.24.3	The lowest evaluated tenderer shall be awarded the tender.
2.25	The unsuccessful tenderers will be notified of the outcome of the tender at the same time the successful tenderer is notified
2.27	<b>Performance Bond of 10% of the total tender sum is required for this tender.</b> The Performance bond shall be issued by a reputable Bank operating in Kenya and acceptable to GDC. The performance security shall be valid for thirty (30) days beyond the contract period.

**SECTION III GENERAL CONDITIONS OF CONTRACT**

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## **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 GDC and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the GDC under the Contract.
- d) “The GDC” 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

### **3.2 Application**

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

### **3.3 Standards**

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### **3.4 Patent Right’s**

The tenderer shall indemnify the GDC 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.

### **3.5 Performance Security**

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

- 3.5.2 The proceeds of the performance security shall be payable to the GDC as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the GDC and shall be in the form of:
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.5.4 The performance security will be discharged by the GDC and returned to the candidate 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.

### **3.6 Inspections and Tests**

- 3.6.1 The GDC or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The GDC shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 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 GDC.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the GDC 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 GDC.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.7 Payment**

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

### **3.8 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.

### 3.9 **Prices**

- 3.9.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in GDC request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed, the variation shall not exceed 25%, of the original contract price.
- 3.9.4 Where the variation in contract price results to an increment by more than 25%, such variation shall be tendered for separately.
- 3.9.5 Where quantity variation of service 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 GDC prior written consent.

### 3.11 **Termination for Default**

The GDC 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 GDC.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the GDC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If the service rendered by the Tenderer do not conform to the Standards specified in the Contract

In the event the GDC 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 undelivered, and the tenderer shall be liable to the GDC for any excess costs for such similar services.



### **3.12 Termination of Insolvency**

The GDC may at the any time 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 GDC.

### **3.13 Termination for Convenience**

3.13.1 The GDC 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 GDC 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 GDC may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 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.

### **3.15 Resolution of disputes**

GDC 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.

### **3.16 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.

### **3.17 Force Majeure**

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

**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.

**3.18 Force Majeure Termination:**

If an event of Force Majeure continues beyond a period of thirty (0) 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.

**3.19 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.

**3.20 Applicable Law.**

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

**3.21 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.

**3.22 Amendments**

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

General conditions of contract reference	Special conditions of contract
3.1	The Purchaser is The Geothermal Development Company Limited of Kawi House, South C Off Mombasa Road, Nairobi, Kenya. It includes the Purchaser's legal representative's successors or assigns
3.3	Tenderers shall provide Microsoft Licensing for a Period of One (1) Year as per the schedule of requirement.
3.6	The performance security shall be 10% of the total contract amount in the form of a Bank guarantee issued by a reputable Bank operating in Kenya and acceptable to GDC. The performance security shall be valid for thirty (30) days beyond the contract period.
3.8	<ul style="list-style-type: none"> <li>i. GDC Payment terms are 30 days upon receipt of certified invoices confirming that the provision of the Microsoft license have been rendered in accordance with the contract.</li> <li>ii. Payment shall be made through Geothermal Development Company's cheque or telegraphic transfer of the contract.</li> <li>iii. Advance Payment shall not apply.</li> <li>iv. No Interests on delayed payments</li> </ul>
3.10	<p>Prices charged by the tenderer for the Microsoft License performed under the Contract for the period of one (1) year shall not vary from the prices quoted by the tenderer in the tender.</p> <p><b><u>No correction of errors.</u></b></p> <p>The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.</p>
3.15	GDC and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract. If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum,

	and/or international arbitration.
3.20	The contract shall be interpreted in accordance with the laws of Kenya.
3.22	<p>Each party's address for the service of notice shall be the below mentioned address or such other address as it specifies by notice to the other; For the Procuring Entity:</p> <p style="text-align: center;">The Managing Director &amp; CEO, Geothermal Development Company Ltd (GDC) Kawi House, South C Bellevue Off Mombasa Road, Tel: 0719037000, 0719036000 P.O. Box 100746 – 00101 Nairobi, Kenya</p> <p>Any notice given under the Agreement shall be in writing and may be served:</p> <ol style="list-style-type: none"> <li>i. personally;</li> <li>ii. by registered or recorded delivery mail;</li> <li>iii. by e-mail, telex or facsimile transmission (the latter confirmed by telex or post); or</li> <li>iv. by any other means which any party specifies by notice to the others.</li> </ol> <p>Notice shall be deemed to have been served:</p> <ol style="list-style-type: none"> <li>i. if it was served in person, at the time of service;</li> <li>ii. if it was served by post, 72 hours after it was posted; and</li> <li>iii. If it was served by e-mail, telex or facsimile transmission, at the time of transmission.</li> </ol>

## SECTION V: DESCRIPTION OF SERVICES/SCHEDULE OF REQUIREMENTS

### 1.0 . INTRODUCTION

GDC through the ICT department is mandated to ensure licences are, and remain valid for the various applications being implemented. In this regard, there is need to have all GDC machines licensed and software readily available for the various applications.

Microsoft licensing allows organisations to standardize their licenses company-wide and to retain the possibility to add software licenses and online services at the same time.

GDC therefore requires the services of a qualified Microsoft Cloud Solution Provider (CSP) for a period of one (1) year.

### 2.0 CSP LICENSING SCOPE

The CSP partner shall provide GDC with access to the following Licenses:

No.	Product Description	License Type	Period	Qty
1.	IdentityMgrCAL ALNG LicSAPk MVL UsrCAL	Identity Manager	1 Year	750
2.	M365 E3 ShrdSvr ALNG SubsVL MVL PerUsr (Original)	Monthly Subscription	1 Year	300
3.	O365E1 ShrdSvr ALNG SubsVL MVL PerUsr	Monthly Subscription	1 Year	750
4.	Azure Monetary Commitment	Monthly	12 Months	USD 200

#### Additional Information to Bidders:

The license suppliers shall:

- i. Provide the first line of support to Microsoft products.
- ii. Advise on changes and adverse events on Microsoft products.

**SECTION VI – PRICE SCHEDULE FOR MICROSOFT LICENSING FOR A PERIOD OF ONE (1) YEAR.**

No.	Product Description	License Type	Period	Qty	Unit Price	Total Amount
1.	IdentityMgrCAL ALNG LicSAPk MVL UsrCAL	Identity Manager	1 Year	750		
2.	M365 E3 ShrdSvr ALNG SubsVL MVL PerUsr (Original)	Monthly Subscription	1 Year	300		
3.	O365E1 ShrdSvr ALNG SubsVL MVL PerUsr	Monthly Subscription	1 Year	750		
4.	Azure Monetary Commitment	Monthly	12 Months	USD 200		
<b>VAT</b>						
<b>Total Price for One (1) Year</b>						
<b>Grand Total Cost for One (1) Year Inclusive of ALL taxes</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:** \_\_\_\_\_

## SECTION VII- STANDARD FORMS

### Notes on standard forms

Notes on the sample Forms

1. **Form of Tender** - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
  
2. **Declaration of undertaking** not to engage in Corrupt Fraudulent Practice – Bidders MUST sign, Fill & Stamp the declaration form not to engage in corrupt practices
  
3. **Mandatory Confidential Business Questionnaire** - Bidder MUST Fill, Sign & Stamp the questionnaire
  
4. **Performance Security-** The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
  
- 5 **Tender Security** - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
  
- 6 **Contract Form** - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

**7.1 FORM OF TENDER**

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

To.....

.....

[Name and address of GDC]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. \_\_\_\_\_ *[insert numbers,* the of which is hereby duly acknowledged, wed, 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 (GDC).
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 \_\_\_\_\_



## 7.2 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><b>Part 1 General</b></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>
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	<b>Part 2 (a) – Sole Proprietor</b>																									
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details .....																									
	<b>Part 2 (b) – Partnership</b>																									
	Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....
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	Date.....Signature of Candidate.....Stamp.....																									

### 7.3 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)).....Stamp.....

**7.4 PERFORMANCE SECURITY FORM**

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

WHEREAS ..... [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. \_\_\_\_\_ [*reference number of the contract*] dated \_\_\_\_\_ 20 \_\_\_\_\_ to \_\_\_\_\_ supply ..... [*description of goods*] (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[*name of bank or financial institution*]

\_\_\_\_\_  
[*address*]

\_\_\_\_\_  
[*date*]

## 7.5 TENDER SECURITY FORM

Whereas ..... [name of the tenderer]  
(hereinafter called "the tenderer") has submitted its tender dated ..... [date of submission of tender] for the supply, installation and commissioning of ..... [Supply of Automatic Weather Station]  
(hereinafter called "the Tender") ..... KNOW ALL PEOPLE by these presents that WE ..... of ..... having our registered office at ..... (hereinafter called "the Bank"), are bound unto ..... [name of Procuring entity] (hereinafter called "the Procuring entity") in the sum of ..... for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

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

\_\_\_\_\_  
[signature of the bank]  
(Amend accordingly if provided by Insurance Company)

**7.6 CONTRACT FORM**

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

WHEREAS the Procuring entity invited tenders for certain goods ] and has accepted a tender by the tenderer for the supply of those goods in the sum of ..... [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of \_\_\_\_\_