

GEOTHERMAL DEVELOPMENT COMPANY LIMITED

GDC/PM/OT/016/2016-2017

TENDER FOR SUPPLY OF OFFICE FURNITURE (RESERVED FOR THE SPECIAL GROUPS)

CLOSING DATE AND TIME: 17th October, 2016 at 2.00Pm

Geothermal Development Company Ltd P.O. Box 100746-00101 NAIROBI

Website: www.gdc.co.ke

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TENDER REF NO.

GDC/PM/OT/016/2016-2017

TENDER NAME

Tender for Supply and Installation of Office
Furniture (Reserved for the Special groups)

Geothermal Development Company Limited (GDC) invites sealed tenders from eligible Suppliers for **Supply of Office Furniture** whose specifications are detailed in the Tender Documents.

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 or at no cost. Bidders who download the tender document from the website MUST forward their particulars immediately for records and any further tender clarifications and addenda

Tenders MUST be accompanied by a <u>Tender Securing Declaration Form</u> specified in the tender document.

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

The Managing Director, Geothermal Development Company P.O Box 100746-00101 NAIROBI, KENYA

And deposited in the tender box at Kawi House Office Ground floor located at South C Bellevue, Off Mombasa Road, Red Cross Road, Not later than 17th October, 2016 at 2.00Pm (1400Hrs.)

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.

Late tenders will not be 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 for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 **Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/= or free of charge for bidders that download the tender document from GDC website or IFMIS portal.
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
 - (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Technical Specifications
 - (vii) Tender Form and Price Schedules
 - (viii) Tender Securing Bid Declaration form
 - (ix) Contract Form
 - (x) Performance Security Form
 - (xi) Confidential Business Questionnaire
 - (xii) Declaration of Undertaking not to engage in fraudulent practice
- 2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring

entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 **Documents Comprising of Tender**

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
 - (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14

2.9 **Tender Forms**

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

2.10 **Tender Prices**

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
 - (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods

- and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
 - (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender securing bid declaration form specified in the Appendix to Invitation to Tenderers.
- 2.14.2 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 2.14.7
- 2.14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee

or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

- 2.14.4 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22
- 2.14.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.7 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 2.27 or
 - (ii)to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for **120 days** or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
 - (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

The Managing Director Geothermal Development Co. Ltd P. O Box 100746-00101. NAIROBI, KENYA

- (b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," 2:00pm, 17th October, 2016
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

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

2.18 **Deadline for Submission of Tenders**

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Monday 2:00pm**, **17**th **October**, **2016**.
- 2.18.2The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

- 2.19.1The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 2.19.2The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

2.20 Opening of Tenders

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on 17th October, 2016 at 2:00 p.m. and in the location specified in the Invitation to Tender.
 - The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

- 2.21.1To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2Arithmetical 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 quantify, 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail

- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

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

2.26 Contacting the Procuring entity

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) **Post-qualification**

- 2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.27.3An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that

the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) Procuring entity's Right to Accept or Reject Any or All Tenders

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

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless thee is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

- 2.30.1 Within Thirty (30)days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.31.2The 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.

practices Kenya.	s risks being de	ebarred froi	n participa	ting in publ	ic procure	men

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
2.1.1	The tender is eligible to all registered youths, women & PWD's dully registered by the treasury	
2.3.2	An electronic copy of the tender document may be obtained by interested firms upon payment of a non-refundable fee of Kshs. 1000 payable to our accounts office in cash or bankers cheque.	
	The document can also be viewed and downloaded from the website www.gdc.co.ke or http://supplier.treasury.go.ke free of charge or at no cost. Bidders who download the tender document from the website MUST forward their particulars immediately to procurement@gdc.co.ke for records and any further tender clarifications and addenda	
2.5.1	A prospective tenderer requiring any clarification of the tender document may notify GDC in writing (email in PDF format or by facsimile) at the following address: One copy to: - Manager, Supply Chain Geothermal Development Company Limited, Kawi House, South C P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: procurement@gdc.co.ke dkyaka@gdc.co.ke & pkapto@gdc.co.ke And one copy to: - Manager, Property Management Geothermal Development Company Limited, P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: rougo@gdc.co.ke	

	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.	
	GDC will respond in writing (e-mail in PDF format) to any request for clarification received at least seven (7) days prior to	
	he deadline for the submission of tenders.	
2.10.2	The prices should include all taxes and transport cost to the GDC Offices as stipulated below in the schedule of delivery.	
2.10.4	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 .	
2.11.1	Prices quoted shall be in Kenya Shillings or an easily convertible foreign currency.	
2.14.1	The tenderer shall furnish a tender securing bid declaration form dully signed and stamped	
2.15.1	As in 2.10.4 above	
2.20.1	The tender closing date is; on Monday 17 th October, 2016 at 2.00Pm	
2.22.1	At the preliminary evaluation stage, the following mandatory requirements that determines a bidder's responsiveness will be assessed: a) Dully filled, Signed & Stamped Tender Form & Price Schedules b) Tender Securing bid declaration form in format provided that is dully signed, filled & stamped c) Certificate of registration from Treasury (AGPO Certificate) d) Certificate of Confirmation of Directors and Shareholding (CR12) (Evidence of identity to prove youth and women in the enterprise)/ID Card for Sole Proprietorship e) Evidence of incorporation in the country of domicile i.e. Certificate of Incorporation/Registration. f) Tax compliance certificate valid at the time of opening, the certificate shall be verified from KRA tax checker. g) Duly filled and signed "Mandatory Confidential Business Questionnaire"; h) Dully filled, signed & stamped declaration of undertaking not to engage in corrupt fraudulent practice i) Copy of site visit certificate for Schedule D only;	

	NB: Bidders who will not meet the above requirements will be declared non-responsive and their bids will not be evaluated further
2.24.1	In the technical evaluation stage, only bidders who have been found responsive at the preliminary stage will be evaluated on the following parameters: - Compliance to the technical specifications as stipulated in Section V of this tender document a) Bidders MUST attach Brochures/Catalogues clearly indicating all the dimension and size measurements of the furniture showing compliance to GDC requirements to all the products they intend to supply. b) Delivery period offered in the tender. The delivery period should be as stipulated in the Special Conditions of Contract c) Tenderers may quote to supply any or all the schedules, each schedule must be quoted for with completeness in order to qualify as responsive. Each schedule shall be evaluated separately & awarded d) Deviation in payment schedule from that specified in the Special Conditions of Contract.
	Bids not meeting the technical specifications will be declared non-responsive and will not be evaluated further.
	Bids responsive at the technical evaluation stage will be evaluated at the financial stage. The bids will be checked for costing of all items and payment terms. The lowest evaluated tender will be recommended for award.
2.28.1	The unsuccessful tenderers will be notified on the outcome of the tender at the same time the successful tenderer is notified.
2.29.1	The performance security shall be 1% of the contract price.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 **Definitions**

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

3.2 **Application**

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

3.3 **Country of Origin**

- 3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.
- 3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

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

3.5 Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 **Patent Rights**

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

3.7 **Performance Security**

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 **Inspection and Tests**

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 **Delivery and Documents**

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

3.11 **Insurance**

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

3.12 Payment

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

- 3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
 - (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract
 - (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

- 3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, 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.

REFERENCE	SPECIAL CONDITIONS OF CONTRACT		
OF GCC			
3.1	The Purchaser is The Geothermal Development Company Limited		
definitions	of Kawi House, South C Off Mombasa Road, Nairobi, Kenya. It		
	includes the Purchaser's legal representative's successors or		
	assigns		
3.3	The bidders shall ensure the furniture's provided are new, unused		
	and defects free		
3.7.1	The Performance Security shall be in the amount of 1% of the		
Performance	Contract Price in the form of approved financial institution. The		
Security	performance security shall be cashed if the supplier shall not		
	deliver the services as per the agreed timelines and if it does not		
	conform to agreed standard.		
3.10 Delivery	The delivery period for items shall be two (2) months or less . It is		
	GDC's desire to have the Furniture's delivered within the shortest		
	time possible. Any tenderer with a delivery period exceeding (2		
2.12.1	months) will be disqualified.		
3.12.1	i. The Purchaser shall upon execution of this Agreement issue		
Payment Terms & Conditions	a Contract the provision of the services. GDC shall issue		
& Conditions	LPO for any service to be performed. ii. The credit period shall be thirty (30) days upon receipt of		
	ii. The credit period shall be thirty (30) days upon receipt of certified invoices and delivery notes confirming that the		
	invoiced services have been delivered and the service was in		
	accordance with the contract.		
	iii. Payment shall be made through Geothermal Development		
	Company's cheque or telegraphic transfer of the contract.		
	iv. Advance Payment shall not apply.		
3.13	Prices charged by the tenderer for the items delivered under the		
	Contract shall not vary from the prices quoted by the tenderer in		
	the tender.		
	No correction of errors.		
	The tender sum as submitted and read out during the tender		
	opening shall be absolute and final and shall not be the subject of		

	correction, adjustment or amendment in any way by any person or entity.	
3.18.1 Resolution of Disputes	If any dispute or difference of any kind arises between the Parties in connection with this Agreement or the breach, termination or validity hereof (a "Dispute") it shall be referred to arbitration under the Arbitration Act, 1995.	
Notices:	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: The Managing Director & CEO, Geothermal Development Company Ltd (GDC) Kawi House, South C Bellevue Off Mombasa Road, Tel:	
	0719037000, 0719036000 P.O. Box 100746 – 00101 NAIROBI, KENYA Any notice given under the Agreement shall be in writing and may be served:	
	 i. personally; ii. by registered or recorded delivery mail; iii. by e-mail, telex or facsimile transmission (the latter confirmed by telex or post); or iv. by any other means which any party specifies by notice to the others. 	
	Notice shall be deemed to have been served: i. if it was served in person, at the time of service; ii. if it was served by post, 72 hours after it was posted; and iii. If it was served by e-mail, telex or facsimile transmission, at the time of transmission.	

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply clearly showing the size measurements of their products.
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
 - (i) Shortest possible delivery period of each product

5.2 PARTICULARS FOR FURNITURE SPECIFICATIONS

ITEM	SPECIFICATIONS	IMAGE
Full Door Cabinet	Full door cabinet overall size 600x400x1900m in beech colour With lockable doors. The cabinet has five shelves with adjustable size (height) points in case of large files (documents) The cabinet is made of high pressure laminate doors and two alluminium handles, the left door has a silver stopper and a Press button lock for safe locking and opening of the cabinet. The cabinet stands on four raised adjustable rubber studs in case of uneven floor and also to prevent it from unnecessary Movement and protect it from any water spillage and dust.	
Executive Wooden Desk	Executive Office desk made of high pressure laminate board in melamine glossy finish with two grommet holes and a fitted Perspex writing pad (black). The desk has a curved front and the leather patterned pannel legs joined by a wooden modesty Pannel by way of metal threaded tee nuts. The desk comes with a mobile side return and a two drawer mobile pedestal and a pencil holder. Overall size 1800x1050x750mm (wxdxh)	
Mid-size Desk	Wavy type office desk made of high pressure laminate top 016 Tender for Supply of Office Furniture at GD	C Offic 34

	highly compacted with a posy formed polyurethene edge banding to Protect the user from abrasions and minor injuries. The top of the desk has two capped grommet holes to facilitate cabling, the table stands on perforated metal legs and comes with fully integrated cable management system and horizontal ducts Attached to the metal legs. Each metal leg has two adjustable knobs to give the desk a uniform level standing incase of uneven floor. The desk comes with a three drawer mobile pedestal. Overall size 1200x750x720mm(wxdxh)	
Mid-Back Fabric Chairs	Mid back fabric orthopedic chair with breathable fabric and adjustable lumbar to support the lower back anchored on a "Y" shaped back rest to give the chair additional support and Comfort. The chair has urethane plastic adjustable arms, a water fall edging seat with high quality foam cushion supported by a Underneath rubber protective cap. The chair has a synchronized tilt lock mechanism, pneumatic gas light and a tension adjusting Knob. The chair stands on a five star toughened nylon base with twin castors for ease of movement and support.	



	Contract Con	
	finish with a cuffling and tie holder and flat stable wooden base for stability.	
Reception Chairs Fabric High Back	Reception fabric orthopedic chair with breathable fabric and adjustable lumbar to support the lower back anchored on a "Y" shaped back rest to give the chair additional support and comfort. The chair has urethane plastic adjustable arms, a water fall edging seat with high quality foam cushion supported by a Underneath rubber protective cap. The chair has a synchronized tilt lock mechanism, pneumatic gas light and a tension adjusting knob. The chair stands on a five star toughened nylon base with twin castors for ease of movement and support.	
Round Table	Executive round meeting table in mahogany finish with post foamed edges and highly compacted particle board finish in non scratch finish with pannel legs. The pannel legs have fixed rubber studds to protect the table from un necessary movement. Over all size 1200 x 750mm(w x h)	

		Fabric mesh back visitors chairs with	
Vis	sitors Chairs	breathable back rest fabric	
		with adjustable lumbar supported by two	
		toughened nylon bars	
		anchored at the top and the bottom of the	
		back rest. The chair	
		has urethane plastic arms fixed to chrome	
		plated sledge (cantilever)	

Half Glazed Cabinet	base with rubber gliders i.e tow at the front and two at the back to prevent the chair from gliding. Five shelf half glass wooden cabinet with the top three cabinets having two glass swing doors attached to the two side panels by four silver mal pal hinges and two alluminium handles. The bottom two shelves have two wooden lockable swing doors with two alluminium handles. The cabinet stands on four adjustable rubber studs for stability.		
Lounge Sofa (3 + 1 + 1)	Five seater leather office lounge sofa set with double cap back rest, mahogany finish wooden arms, high quality foam cushions with a water fall edge finish. The sofas are slightly raised from the ground ground by rubber stud/gliders to protect them from dust and water spillage.		
Design and Building of Main Reception	Reception area to be set of 4 areas (namely, 0 Floor, 4th Floor, Polo Center Nakuru - 2n Prospective bidders to design and build . Bidders to do a 3D presentat to include branding with GDC corporate colors Site Visit Mandatory on 5 th October, 2016 at Office, NBI and 6 th October, 2016 at Polo center	d and 4th Floors Respectively.) cion after the site visit. The design t 11.00am at Kawi House South	
Executive Cabinetry	Executive office cabinetry set comprising of 1 no. Narrow Cabinet, 1 no. Half Glass cabinet and 1 no. Wardrobe		



. 1no. 5-tier bookshelf 900 x 400 x 2,000mm (wxdxh) with double slide doors with casters

at the base and fixed tabs for easy movement and standing.

. 2no 5-tier filing cabinets 900 x 400 x 2,000mm (wxdxh) with double glass doors for the

upper 3 shelves and double wooden doors for the lower 2 shelves complete with casters

at the base and fixed tabs for easy movement and standing.

.1no. Wardrobe 900 x 400 x 2,000mm (wxdxh) with solid double doors, coat hungers,

necktie hanger and face mirror inside with casters at the base and fixed tabs for easy

movement and standing.

SECTION VI - SCHEDULE OF REQUIREMENTS & DELIVERY

The schedule of requirements is as indicated below;

Schedule	Description	Unit	
A.	Full Door Cabinet	No.	36
	Mid-size Desk	No.	80
	Coat Hanger	No.	3
	Round Table	No.	2
	Half Glazed Cabinet	No.	10
B.	Executive Wooden Desk	No.	17
	Executive Cabinetry	No.	8
C.	Mid-Back Fabric Chairs	No.	95
	Reception Chairs Fabric High Back	No.	16
	Visitors Chairs		36
D.	Design and Building of Main Reception	No.	4
	Lounge Sofa (3 + 1 + 1)	No.	1

The above Furniture's will be distributed to GDC Offices as follows:

Schedule	Item Description	Nairobi – Kawi House, South C	Naivasha — Lake view estate	Nakuru – Kenyatta Avenue generations house	Total
Α.	Full Door Cabinet	12	4	20	36
	Mid-size Desk	30	10	40	80
	Coat Hanger	3	-	-	3
	Round Table	2	-	-	2
	Half Glazed Cabinet	5	-	5	10
В.	Executive Wooden Desk	13	1	3	17
	Executive Cabinetry	5	-	3	8
C.	Mid-Back Fabric Chairs	30	10	55	95
	Reception Chairs Fabric High Back	12	-	6	16
	Visitors Chairs	20	-	16	36
D.	Design and Building of Main Reception (Mandatory Site Visit)	3	-	1	4
	Lounge Sofa (3 + 1 + 1)	1	-	-	1

SECTION VI1- PRICE SCHEDULE

SCHEDULE A

Item	Description	Units	Quantity	Units Price	Total Price
1	Supply of Full Door Cabinet as per the Technical Specifications.	No.	36	TICC	TotalTite
	Supply of Mid-size Desk as per the Technical Specifications.	No.	80		
	Supply of 5 level Coat Hanger as per the Technical Specifications.	No.	3		
	Supply of Round Table as per the Technical Specifications.	No.	2		
	Supply of Half Glazed Cabinet as per the Technical Specifications.	No.	10		
Total	Price		<u> </u>	I.	
VAT					
Total Cost,					
Supply, Installation & Delivery to Nairobi, Naivasha & Nakuru					
Offices as per the above Schedule of Delivery					
Delive	ery Period				

Tenderer's name (Company)	
Signature & Rubber-Stamp	Date

NOTES

SCHEDULE B

				Units	
Item	Description	Units	Quantity	Price	Total Price
1.	Supply of Executive Wooden Desk as per the				
	Technical Specifications.	No.	17		
			8		
	Supply of Executive Cabinetry as per the				
	Technical Specifications.				
Total	Price				
VAT					
Total	Total cost				
Suppl	Supply, Installation & Delivery to Nairobi, Naivasha & Nakuru Offices				
as per	the above Schedule of Delivery				
Delive	ery Period				

Tenderer's name (Company)	
Signature& Rubber-Stamp	Date

NOTES

SCHEDULE C

				Units	
Item	Description	Units	Quantity	Price	Total Price
	Supply of Mid-Back Fabric Chairs as per the	No.	95		
1	Technical Specifications.				
	Supply of Reception Chairs Fabric High Back as per the Technical Specifications.	No.	16		
	Supply of Visitors Chairs as per the Technical	No.	36		
	Specifications.				
Total	Total Price				
VAT	VAT				
Total	Total Cost,				
Supply, Installation & Delivery to Nairobi, Naivasha & Nakuru					
Office	Offices as per the above Schedule of Delivery				
Delive	Delivery Period				

Tenderer's name (Company) _	
Signature & Rubber-Stamp	Date

NOTES

SCHEDULE D

T4	Daniel de la	TT . *4	0 414	Units	T. A. I. D
Item	Description	Units	Quantity	Price	Total Price
	Supply of Design and Building of Main Reception				
	(Mandatory Site Visit NBI & NKR) as per the				
1.	Technical Specifications.	No.			
	•		4		
	Lounge Sofa (3 + 1 + 1) as per the Technical				
2.	Specifications.	No.	1		
Total	Price				
VAT	VAT				
Total	Total cost				
Supply, Installation & Delivery to Nairobi, Naivasha & Nakuru					
Offices as per the above Schedule of Delivery					
Delive	Delivery Period				

Tenderer's name (Company)	
Signature & Rubber-Stamp _	Date

NOTES

SECTION VII - STANDARD FORMS 7.1 **FORM OF TENDER**

		Date
То:		Tender No
[name and add	dress of procuring entity]	
Gentlemen and/or Lad	ies:	
[insert numbers].the resupply deliver, install Furnitures) in continuous	ecceipt of which is herebil and commission (onformity with the	luding Addenda Nos. by duly acknowledged, we, the undersigned, offer to Supply of Said tender documents for the sum of total tender amount in words and figures) of ordance with the Schedule of Prices attached herewith
		o deliver install and commission the equipment in in the Schedule of Requirements.
perce		narantee of a bank in a sum of equivalent to for the due performance of the Contract, in the form <i>Procuring entity</i>).
	tions to tenderers, and it	of [number] days from the date fixed for tender shall remain binding upon us and may be accepted a
		ptance thereof and your notification of award, shall gning of the Contract by the parties.
We understand that yo	u are not bound to accept	the lowest or any tender you may receive.
Dated this	day of	20
[signature]		[in the capacity of]
Duly authorized to sign	n tender for an on behalf	of

7.2 TENDER SECURING BID DECLARATION FORM
[The Bidder shall complete in this Form in accordance with the instructions
indicated]
Date: of Bid Submission] Tender No of bidding
process]
To: [insert complete name of Purchaser]
We, the undersigned, declare that:
1. We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for
bidding in
Any contract with the Purchaser for the period of time of [insert number of
months or years] starting on [insert date], if we are in breach of our
obligation(s) under the bid conditions, because we –
configuration (b) under the old conditions, occurse we
a) Have withdrawn our Bid during the period of bid validity specified by us in
the
Bidding Data Sheet; or
b) Having been notified of the acceptance of our Bid by the Purchaser during the period
of bid validity,
(i) Fail or refuse to execute the Contract, if required, or
(ii) Fail or refuse to furnish the Performance Security, in accordance with
the ITT
3. We understand that this Bid Securing Declaration shall expire if we are not
the
successful Bidder, upon the earlier of
(i) Our receipt of a copy of your notification of the name of the successful Bidder;
Or
ii) Twenty-eight days after the expiration of our Tender
ii) Twenty-eight days after the expiration of our Tender 4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent
must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legelly constituted at the time of hidding the Bid
Securing Declaration shall be in the names of all future partners as named in the
letter of intent
Signed [insert signature of person whose name and capacity are
shown] in the
Capacity of [insert legal capacity of person
signing the
Bid Securing Declaration]
Name: [insert complete name of
person
signing the Bid Securing Declaration]
Duly authorized to sign the bid for and on behalf of:
[insert complete
name of Bidder]
Dated on day of
signing]
-

7.3 CONTRACT FORM

(herein	AGREEMENT made the [name of Procurement after called "the Procuring enter] of [city and conterpart;	nt entity) ofity) of the one part an	[country of Procure nd	ement entity] [name of		
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						
	THIS AGREEMENT WITNES		,			
1.	In this Agreement words an tively assigned to them in the C	d expressions shall	have the same mear	nings as are		
2. of this (a) (b) (c) (d) (e) (f)	The following documents shall Agreement viz: the Tender Form and the Price the Schedule of Requirements the Technical Specifications the General Conditions of Cont the Special Conditions of cont the Procuring entity's Notifical	Schedule submitted be tract ract; and		trued as part		
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						
sum as	The Procuring entity hereby ons of the goods and the remeds may become payable under the prescribed by the contract.	lying of defects therein	n, the Contract Price	or such other		
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	l, sealed, delivered by	the	(for the Procuring en	ntity		
	, sealed, delivered by	the	(for the tenderer in	the presence		
(Amen	d accordingly if provided by Ins	surance Company)				

7.4 **PERFORMANCE SECURITY FORM**

Γο
[name of Procuring entity]
WHEREAS
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
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 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 outlined the objectively of the objectively false of the objectively objectively of the objectively of the objectively objectively of the objectively objec	or the reason for exclusion	sion occurs after t	the Declaration of
_	day of	20	<u> </u>
(Name of company	7)		
(Signature(s)			