



**GEOHERMAL DEVELOPMENT COMPANY LTD**

**P.O. BOX 100746-00101, NAIROBI**

**0719037000**

**Web site:**

**[www.gdc.co.ke](http://www.gdc.co.ke)**

**TENDER FOR PROVISION OF EARTH MOVING  
EQUIPMENT MAINTENANCE SERVICES FOR  
MENENGA GEOTHERMAL PROJECT**

**GDC/INFRA/OT/024/2016-2017**

**Closing Date and Time: 19<sup>th</sup> October, 2016 at 2.00PM  
(1400HRS)**

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## 1. SECTION I INVITATION TO TENDER

**Date: 26<sup>th</sup> September, 2016**

### **TENDER NO: GDC/INFRA/OT/024/2016-2017 TENDER FOR PROVISION OF EARTH MOVING EQUIPMENET MAINTENANCE SERVICES.**

Geothermal Development Company Ltd invites sealed tenders from registered firms for **Earth Moving Equipment Maintenance Services** whose specifications are detailed in the tender document.

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](http://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](mailto:procurement@gdc.co.ke) for records and any further tender clarifications and addenda

Any additional information, addendums or clarifications in respect to this tender will be available in our GDC website [www.gdc.co.ke](http://www.gdc.co.ke). All bidders are advised to regularly check the website during the bidding period.

Tenders must be accompanied by **an original bid security of Ksh 100,000** in the form specified in the tender document.

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number addressed to

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

And deposited in the tender box at GDC Kawi House Office Ground Floor, located at South C Bellevue, Off Mombasa Road, Red Cross Road, not later **than 19<sup>th</sup> October, 2016 at 2.00pm (1400Hrs).**

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

**There will be a Mandatory Site Visit to Menengai Geothermal Project on the 6<sup>th</sup> October, 2016 at 11.00am. Tenderers are required to assemble at GDC Nakuru Office, Polo Centre by 10.00am and organize for their own transport to and from Menengai. (4WD vehicles recommended). GDC will issue site visit certificate and bidders to complete attendance register.**

MANAGER, SUPPLY CHAIN

## 2. SECTION II INSTRUCTIONS TO TENDERERS

### 2.1 Eligible tenderers

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

### 2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be **free of charge/at no cost**
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### 2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements

- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Declaration form not to engage in Corrupt Practices

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

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents

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

## **2.5 Amendment of documents**

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

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender Security
- (d) Confidential Business Questionnaire
- (e) Declaration form not to engage in corrupt practices

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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

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

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

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

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

## **2.10 Tender Currencies**

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

## **2.11 Tenderers Eligibility and Qualifications.**

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

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

## **2.12 Tender Security**

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

2.12.2 The tender security shall be in the amount of **Kshs. 100,000**

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:



a) Such insurance guarantee approved by the Authority.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30  
or

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for **120** days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

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

2.13.3 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.

2.13.4 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.

2.13.5 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**

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

The inner and outer envelopes shall:

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

(b) bear, tender number and name in the invitation to tender and the words: —DO NOT OPEN BEFORE **19<sup>th</sup> October, 2016 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 Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

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

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Wednesday 19<sup>th</sup> October, 2016 at 2:00pm**

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

paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

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

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

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

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, **on 19<sup>th</sup> 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

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such

other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

- 2.18.3 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

- 2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

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

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

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

- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender

documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

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

2.21.1. Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

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

2.22.1. The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.20.6 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.

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

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

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

## **2.23 Contacting the procuring entity**

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

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

## **2.24 Award of Contract**

### **a) Post qualification**

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

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

2.25.2. The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.25.3. 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.

## **2.26 Notification of award**

- 2.26.1. 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.
- 2.26.2. The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.26.3. Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.27 Signing of Contract**

- 2.27.1. At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.27.2. Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.27.3. 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.

## **2.28 Performance Security**

- 2.28.1. 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.
- 2.28.2. Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call

for new tenders.

## **2.29 Corrupt or Fraudulent Practices**

- 2.29.1. The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.29.2. The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.29.3. 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 THE 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 REFERENCE | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS   |
|-------------------------------------|--|
| 2.1.1                               | The tender is eligible to <b>all service providers for servicing and provision of spare parts for Earth Moving Equipment services for a period of one year.</b>  |
| 2.3.2                               | A complete set of the tender document may be obtained by interested firms upon payment of a non-refundable fee of <b>Kshs.1000</b> each payable to our accounts office in cash or by banker's cheque.<br>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> free <b><u>of charge or at no cost.</u></b> Bidders who download the tender document from the website <b><u>MUST</u></b> forward their particulars immediately 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:<br>One copy to: -<br><br>Manager, Supply Chain<br>Geothermal Development Company Limited,<br>Kawi House,<br>P.O. Box 100746 – 00101<br><b>NAIROBI, KENYA</b><br>E-mail: <a href="mailto:procurement@gdc.co.ke">procurement@gdc.co.ke</a><br><a href="mailto:dkyaka@gdc.co.ke">dkyaka@gdc.co.ke</a> ; <a href="mailto:pkapto@gdc.co.ke">pkapto@gdc.co.ke</a> ,<br><br>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. |
| 2.5.2                               | GDC will respond in writing (e-mail in PDF format) to any request for clarification received at least <b>Seven (7) days</b> prior to the deadline for the submission of tenders.   |
| 2.11.1                              | Prices quoted shall be in Kenya Shillings or an easily convertible foreign currency.   |

|        |  |
|--------|--|
| 2.15   | 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.   |
| 2.16   | The tenderers shall prepare <b>an original</b> and <b>one (1) copy</b> of the tender.  |
| 2.20.1 | <b>The tender Closing date is on; Wednesday, 19<sup>th</sup> October, 2016 at 2.00Pm</b>   |
| 2.22.1 | <p>At the <b>preliminary evaluation stage</b>, the following mandatory requirements that determines a bidder's responsiveness will be assessed :-</p> <ol style="list-style-type: none"> <li>Dully filled, Signed &amp; Stamped Tender Form &amp; Price Schedules.</li> <li>Tender Security in the format provided in the tender document and valid for at least <b>thirty (30) days</b> beyond the tender validity period</li> <li>Evidence of incorporation in Kenya i.e. Certificate of Incorporation/ Registration.</li> <li>Tax compliance certificate valid at the time of opening. The validity of the Tax certificate shall be confirmed from KRA Tax Checker</li> <li>Dully Filled signed &amp; stamped Mandatory Confidential Business Questionnaire.</li> <li>Dully Filled signed &amp; stamped Declaration of Undertaking</li> <li>Site Visit Certificate</li> </ol> <p><b>NB:</b> Bidders who will not meet the above requirements will be declared non-responsive and their bids will not be evaluated further.</p>  |
|        | <p>In the <b>technical evaluation stage</b>, only bidders who have been found responsive at the <b>preliminary stage</b> will be evaluated on the Compliance to the technical requirements /specifications as stipulated in <b>Section V</b> of this tender document.</p> <ul style="list-style-type: none"> <li>- Evidence of experience in handling that particular model of equipment e.g. recommendation letter/LPO's/Invoices from clients they have worked for before (Provide details of at least five (5) current/past experience for service and provision of spares clearly indicating the client/company, contact details, period and quantities/ Value of contract in the last five (5) years).</li> <li>- Provide Evidence of equipment repair workshop</li> <li>- Bidders will be required to provide <b>a methodology on how you intend to carry out the maintenance services.</b></li> <li>- Evidence of dealership or agent for stated equipment (Provide <b>proof showing a current Manufacturer or Dealership letters/certificates</b> in regards to the items quoted for in the Schedules. The authenticity of the letter will be verified).</li> <li>- The Price schedules must all be quoted for with completeness in order to qualify as responsive.</li> </ul> |

|        |  |
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|        | <p><b>Financial Evaluation stage</b></p> <p>Bids responsive at the technical evaluation stage will be evaluated at the financial stage.</p> <p>The Price schedule must be quoted for with completeness in order to qualify as responsive.</p> <p>The bids will be checked for costing of all items and payment terms. The lowest evaluated tender per complete schedule for the four equipments will be recommended for award.</p> |
| 2.24.1 | <p><b><u>Award Criteria</u></b></p> <p>The bids will be checked for costing and payment terms. The competitive bid/lowest evaluated will be awarded the tender subject to negotiation to be held.</p>  |
| 2.28.1 | The successful tenderer shall be notified of the outcome   |
| 2.30.1 | The performance security shall be <b>10%</b> in the form of a bank guarantee issue by a local Kenyan Bank. The 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. SECTION III GENERAL CONDITIONS OF CONTRACT**

#### **3.1.Definitions**

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

- 3.1.1. The contract<sup>||</sup> 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.
- 3.1.2. The Contract Price<sup>||</sup> means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- 3.1.3. The services<sup>||</sup> means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- 3.1.4. The Procuring entity<sup>||</sup> means the organization sourcing for the services under this Contract.
- 3.1.5. The contractor means the individual or firm providing the services under this Contract.
- 3.1.6. GCC<sup>||</sup> means general conditions of contract contained in this section
- 3.1.7. SCC<sup>||</sup> means the special conditions of contract
- 3.1.8. Day<sup>||</sup> means calendar day

#### **3.2.Application**

These General Conditions shall apply to the extent that they are not superseded 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 Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

### **3.5.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 Procuring entity 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 Procuring entity 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 Procuring entity 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 procuring entity 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.Payment**

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

### **3.7.Prices**

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 the procuring entity's 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.

### **3.8. Assignment**

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

### **3.9. Termination for Default**

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

#### **3.9.1. Termination of insolvency**

The procuring entity 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 procuring entity.

#### **3.9.2. Termination for convenience**

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

3.9.2.2. For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.10. Resolution of disputes**

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

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

### **3.11. 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.

### **3.12. 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.

### **3.13. Applicable Law**

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

### **3.14. 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.

## 4. SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

| <b>G C OF<br/>CONTRACT<br/>REFERENCE</b>  | <b>SPECIAL CONDITIONS OF CONTRACT</b>   |
|---|---|
| <b>3.1 Definitions</b>                    | The Purchaser is The Managing Director Geothermal Development Company Limited of Kawi House, South C Bellevue Off Mombasa Road, Red Cross Road, P. O Box 100746-00101, Nairobi, Kenya. It includes the Customer's legal representative, successors or assigns.  |
| <b>3.2 Applications</b>                   | The Special Conditions of Contract hereinafter abbreviated as SCC shall form part of the Conditions of Contract. They are made in accordance with the law and the Procuring Entity's guidelines, practices, procedures and working circumstances. They shall amend, add to and vary the General Conditions of Contract. Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail over those in the GCC |
| <b>3.3 Standards</b>                      | The service provider shall adhere to the laid down standards specified in the description of service & schedule of requirement  |
| <b>3.6 Performance Security</b>           | The Performance Security shall be in the amount of 10% of the Contract <b>Price in the form of a bank guarantee</b> . The Performance security will be cashed if the tenderer shall not deliver the services as per the Schedule of Requirements. The performance Security shall be valid for a minimum of 30 days after completion of the services.  |
| <b>3.7 Payment Terms &amp; Conditions</b> | <ul style="list-style-type: none"><li>i. The Customer shall upon execution of this Agreement issue a Local Purchase Order (LPO) to the Supplier for the provision of the services.</li><li>ii. The <b>credit period</b> shall be thirty (30) days upon receipt of certified invoices and delivery notes confirming that the invoiced services have been</li></ul>   |



|                                    |  |
|------------------------------------|--|
|                                    | <p>delivered and the service was in accordance with the contract.</p> <p>iii. Payment shall be made through Geothermal Development Company's cheque or telegraphic transfer of the contract.</p> <p>iv. Advance Payment shall not apply</p>  |
| <b>3.8 Prices</b>                  | <p>i. Prices shall be fixed during the Supplier's performance of the Contract. Variation if approved will be based on the prevailing consumer price index from the Kenya Bureau of Statistics or the monthly inflation rate issued by the Central Bank of Kenya.</p>   |
| <b>3.13 Resolution of Disputes</b> | <p>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 —Disputell) it shall be referred to arbitration under the Arbitration Act, 1995 and it is hereby agreed that;</p> <p>(a) The seat of the arbitration shall be Nairobi, Kenya;</p> <p>(b) There shall be a panel of three (3) arbitrators. Each Party shall appoint one arbitrator and the third who shall be the chairman who shall be appointed by the Institute of Chartered Arbitrators Kenya Chapter. Provided that any person who has existing or prior relationship with either Party shall not be eligible for appointment as an arbitrator except with the consent of both Parties.</p> <p>(c)The language of the arbitration shall be English;</p> <p>(d)The award rendered shall apportion the costs of the arbitration;</p> <p>(e)The award shall be in writing and shall set forth in reasonable detail the facts of the Dispute and the reasons for the tribunal's decision</p> |
| <b>3.17 Notices</b>                | <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;</p> <p>For the Procuring Entity:</p> <p style="text-align: center;">The Managing Director &amp; CEO, Geothermal Development Company Ltd (GDC)<br/>Kawi House, South C Bellevue Off Mombasa Road,<br/>Tel: 0719037000<br/>P.O. Box 100746 – 00101<br/>NAIROBI, KENYA</p>   |

|                       |  |
|-----------------------|--|
|                       | <p>Any notice given under the Agreement shall be in writing and may be served:</p> <ul 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> </ul> <p>Notice shall be deemed to have been served:</p> <ul 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> </ul> |
| <b>Service Period</b> | The Service shall be for <b>a period specified Section V Schedule of Requirement.</b>  |

## SECTION V – SCHEDULE OF REQUIREMENTS

### SCOPE OF WORKS- EARTH MOVING EQUIPMENT

| No. | Plant/ Equipment (XCMG) | Quantity |
|-----|-------------------------|----------|
| 1   | Excavators              | 6 No.    |
| 2   | Bulldozers              | 3 No.    |
| 3   | Graders                 | 3 No.    |
| 4   | Wheel Loader            | 1 No.    |

#### **A) MINOR SERVICES**

Minor services will be done by the bidder according to the Original Equipment Manufacturers' (OEM) Operations and Maintenance Manual (EOM) with service parts provided by Bidder.

#### **B) MAJOR SERVICES**

Major services will be done by the bidder according to the Original Equipment Manufacturers' (OEM) Operations and Maintenance Manual (EOM) with service parts provided by Bidder.

#### **C) BREAK DOWN SERVICES**

In the event of break down, bidder personnel will visit the site within 24 hrs to troubleshoot and recommend corrective action to be undertaken. Proforma invoice/quote shall be issued before repair works could commence.

## SECTION VI – PRICE SCHEDULE

### 1. Excavator Details

Excavator model: XE470C - Engine model: QSM11

#### I. MINOR SERVICE PARTS & LABOUR

##### 250 hrs. service

| S/N | DETAIL                       | PART NO           | PCS | UNIT COST | TOTAL COST |
|-----|------------------------------|-------------------|-----|-----------|------------|
| 1   | Extended service lube filter | LF9080<br>2882674 | 1   |           |            |
| 2   | Fuel/Water separator         | FS1000<br>3329289 | 2   |           |            |
| 3   | Air filter                   | 9777868           | 1   |           |            |
| 4   | Fuel filter/Water separator  | R120T             | 1   |           |            |

| S/N | DETAIL                      | EA | UNIT COST | TOTAL COST |
|-----|-----------------------------|----|-----------|------------|
| 1   | ENGINEER CALL OUT RATE/ DAY |    |           |            |
| 2   | TRANSPORT TO MENENGAI SITE  |    |           |            |

#### II. MAJOR SERVICE PARTS & LABOUR

##### 1000 hrs. service

| S/N | DETAIL | PCS | UNIT COST | TOTAL COST |
|-----|--------|-----|-----------|------------|
| 1   |        |     |           |            |
| 2   |        |     |           |            |
| 3   |        |     |           |            |
|     |        |     |           |            |
|     |        |     |           |            |

| S/N | DETAIL                      | EA | UNIT COST | TOTAL COST |
|-----|-----------------------------|----|-----------|------------|
| 1   | ENGINEER CALL OUT RATE/ DAY |    |           |            |
| 2   | TRANSPORT TO MENENGAI SITE  |    |           |            |

### III. BREAKDOWN SERVICES

| S/N | DETAIL                      | EA | UNIT COST | TOTAL COST |
|-----|-----------------------------|----|-----------|------------|
| 1   | ENGINEER CALL OUT RATE/ DAY |    |           |            |
| 2   | TRANSPORT TO MENENGAI SITE  |    |           |            |

**NB:**

- All prices/Rates quoted shall be inclusive of 16% VAT & transport to Menengai

- The bidder may provide a breakdown of the Unit rates for all other services expected to be performed that has not been specified above i.e. in case of unforeseen breakages for the equipment's.

Tenderer's Name \_\_\_\_\_

Authorized Signature, \_\_\_\_\_

Date and Official Stamp \_\_\_\_\_

## **2. BULLDOZERS**

### **BULLDOZERS' DETAILS**

Bulldozer model: TY320

Engine model: CUMMINS NTA855-C360

#### **I. MINOR SERVICE PARTS & LABOUR**

| <b>250 hrs. service</b> |               |                              |            |                  |                   |
|-------------------------|---------------|------------------------------|------------|------------------|-------------------|
| <b>S/N</b>              | <b>DETAIL</b> | <b>PART NO</b>               | <b>PCS</b> | <b>UNIT COST</b> | <b>TOTAL COST</b> |
| 1                       | LUBE FILTER   | LF670<br>3889310             | 1          |                  |                   |
| 2                       | LUBE FILTER   | LF777<br>3889311             | 1          |                  |                   |
| 3                       | AIR FILTER    | 6128-81-7320<br>6127-81-7412 | 1          |                  |                   |
| 4                       | SUPER FILTER  | FS1212<br>3315843            | 1          |                  |                   |

| <b>S/N</b> | <b>DETAIL</b>               | <b>EA</b> | <b>UNIT COST</b> | <b>TOTAL COST</b> |
|------------|-----------------------------|-----------|------------------|-------------------|
| 1          | ENGINEER CALL OUT RATE/ DAY |           |                  |                   |
| 2          | TRANSPORT TO MENENGAI SITE  |           |                  |                   |

#### **II. MAJOR SERVICE PARTS & LABOUR**

| <b>1000 hrs. service</b> |               |            |                  |                   |
|--------------------------|---------------|------------|------------------|-------------------|
| <b>S/N</b>               | <b>DETAIL</b> | <b>PCS</b> | <b>UNIT COST</b> | <b>TOTAL COST</b> |
| 1                        |               |            |                  |                   |
| 2                        |               |            |                  |                   |
| 3                        |               |            |                  |                   |
|                          |               |            |                  |                   |
|                          |               |            |                  |                   |

| <b>S/N</b> | <b>DETAIL</b>               | <b>EA</b> | <b>UNIT COST</b> | <b>TOTAL COST</b> |
|------------|-----------------------------|-----------|------------------|-------------------|
| 1          | ENGINEER CALL OUT RATE/ DAY |           |                  |                   |
| 2          | TRANSPORT TO MENENGAI SITE  |           |                  |                   |

### III. BREAKDOWN SERVICES

| S/N | DETAIL                      | EA | UNIT COST | TOTAL COST |
|-----|-----------------------------|----|-----------|------------|
| 1   | ENGINEER CALL OUT RATE/ DAY |    |           |            |
| 2   | TRANSPORT TO MENENGAI SITE  |    |           |            |

### **3. GRADERS**

#### **GRADERS' DETAILS**

Grader model: GR260

Engine model: 6CTA8.3-C260

Chassis model:

#### **I. MINOR SERVICE PARTS & LABOUR**

##### **250 hrs. service**

| <b>S/N</b> | <b>DETAIL</b>        | <b>PART NO</b>     | <b>PCS</b> | <b>UNIT COST</b> | <b>TOTAL COST</b> |
|------------|----------------------|--------------------|------------|------------------|-------------------|
| 1          | FUEL/WATER SEPARATOR | FS1280             | 1          |                  |                   |
| 2          | FUEL FILTER          | FF5052             | 1          |                  |                   |
| 3          | AIR FILTER           | AF25276            | 1          |                  |                   |
| 4          | LUBE FILTER          | 91PY162<br>3401544 | 1          |                  |                   |

| <b>S/N</b> | <b>DETAIL</b>               | <b>EA</b> | <b>UNIT COST</b> | <b>TOTAL COST</b> |
|------------|-----------------------------|-----------|------------------|-------------------|
| 1          | ENGINEER CALL OUT RATE/ DAY |           |                  |                   |
| 2          | TRANSPORT TO MENENGAI SITE  |           |                  |                   |

#### **II. MAJOR SERVICE PARTS & LABOUR**

##### **1000 hrs. service**

| <b>S/N</b> | <b>DETAIL</b> | <b>PCS</b> | <b>UNIT COST</b> | <b>TOTAL COST</b> |
|------------|---------------|------------|------------------|-------------------|
| 1          |               |            |                  |                   |
| 2          |               |            |                  |                   |
| 3          |               |            |                  |                   |
| 4          |               |            |                  |                   |
|            |               |            |                  |                   |

| <b>S/N</b> | <b>DETAIL</b>               | <b>EA</b> | <b>UNIT COST</b> | <b>TOTAL COST</b> |
|------------|-----------------------------|-----------|------------------|-------------------|
| 1          | ENGINEER CALL OUT RATE/ DAY |           |                  |                   |
| 2          | TRANSPORT TO MENENGAI SITE  |           |                  |                   |



### III. BREAKDOWN SERVICES

| S/N | DETAIL                      | EA | UNIT COST | TOTAL COST |
|-----|-----------------------------|----|-----------|------------|
| 1   | ENGINEER CALL OUT RATE/ DAY |    |           |            |
| 2   | TRANSPORT TO MENENGAI SITE  |    |           |            |

**NB:**

**- All prices/Rates quoted shall be inclusive of 16% VAT & transport to Menengai**

**- The bidder may provide a breakdown of the Unit rates for all other services expected to be performed that has not been specified above i.e. in case of unforeseen breakages for the equipment's.**

Tenderer's Name \_\_\_\_\_

Authorized Signature, \_\_\_\_\_

Date and Official Stamp \_\_\_\_\_

#### **4. WHEEL LOADER**

##### **SHOVEL DETAILS**

Shovel model: ZL50G

Engine model: SC11CB220G2B1

Chassis model:

##### **I. MINOR SERVICE PARTS & LABOUR**

###### **250 hrs. service**

| S/N | DETAIL      | PART NO                                   | PCS | UNIT COST | TOTAL COST |
|-----|-------------|---|-----|-----------|------------|
| 1   | FUEL FILTER | C85AB-85AB302+B<br>F5080 1                | 1   |           |            |
| 2   | OIL FILTER  | D17-002-02+B<br>C18AB-1R0658+B<br>F4120 1 | 1   |           |            |
| 3   | AIR FILTER  | KD2640A57                                 | 1   |           |            |
| 4   | FUEL FILTER | C85AB-1W8633+A<br>D638-002-02+B           | 1   |           |            |

| S/N | DETAIL                      | EA | UNIT COST | TOTAL COST |
|-----|-----------------------------|----|-----------|------------|
| 1   | ENGINEER CALL OUT RATE/ DAY |    |           |            |
| 2   | TRANSPORT TO MENENGAI SITE  |    |           |            |

##### **II. MAJOR SERVICE PARTS & LABOUR**

###### **1000 hrs. service**

| S/N | DETAIL | PCS | UNIT COST | TOTAL COST |
|-----|--------|-----|-----------|------------|
| 1   |        |     |           |            |
| 2   |        |     |           |            |
| 3   |        |     |           |            |
|     |        |     |           |            |
|     |        |     |           |            |

| S/N | DETAIL                      | EA | UNIT COST | TOTAL COST |
|-----|-----------------------------|----|-----------|------------|
| 1   | ENGINEER CALL OUT RATE/ DAY |    |           |            |
| 2   | TRANSPORT TO MENENGAI SITE  |    |           |            |

### **III. BREAKDOWN SERVICES**

| <b>S/N</b> | <b>DETAIL</b>               | <b>EA</b> | <b>UNIT COST</b> | <b>TOTAL COST</b> |
|------------|-----------------------------|-----------|------------------|-------------------|
| 1          | ENGINEER CALL OUT RATE/ DAY |           |                  |                   |
| 2          | TRANSPORT TO MENENGAI SITE  |           |                  |                   |

**NB:**

**- All prices/Rates quoted shall be inclusive of 16% VAT & transport to Menengai**

**- The bidder may provide a breakdown of the Unit rates for all other services expected to be performed that has not been specified above i.e. in case of unforeseen breakages for the equipment's.**

## SUMMARY OF PRICE SCHEDULE

| No. | Equipment   | No.   | Total Cost |
|-----|---|-------|------------|
| 1.  | Excavators  | 6 No. |            |
| 2.  | Bulldozers  | 3 No. |            |
| 3.  | Graders   | 3 No. |            |
| 4.  | Wheel Loader  | 1 No. |            |
|     | VAT   |       |            |
|     | <b>Grand Total Cost Incl<br/>of Total Cost<br/>transferred to tender<br/>form</b> |       |            |

Tenderer's Name \_\_\_\_\_

Authorized Signature, \_\_\_\_\_

Date and Official Stamp \_\_\_\_\_

## **SECTION VII- STANDARD FORMS**

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
3. The performance security forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
4. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
5. Tender Security Form
6. Declaration Form of Undertaking

## 5. FORM OF TENDER

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

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,*  
the of which is hereby duly acknowledged, 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 (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* *[In the capacity of]*  
Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## 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 materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

## 7. 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.

### Part 1 General

Business Name.....  
 Location of Business Premises .....  
 Plot No, .....Street/Road.....  
 Postal address .....Tel No. ....Fax Email.....  
 Nature of Business .....  
 Registration Certificate No. ....  
 Maximum value of business which you can handle at any one time – Kshs.....  
 Name of your bankers.....  
 Branch.....

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



## 8. PERFORMANCE SECURITY FORM

To: .....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called —the tenderer!) has undertaken, in pursuance of Contract No. \_\_\_\_\_[reference number of the contract] dated \_\_\_\_\_20\_\_\_\_to

supply.....

[Description services](Hereinafter called —the contract!)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
*[amount of the guarantee in words and figures],*

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

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

\_\_\_\_\_  
Signature and seal of the Guarantors

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

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

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

*(Amend accordingly if provided by Insurance Company)*

## 9. TENDER SECURITY FORM

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

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

[name and/or description of the services]

(hereinafter called —the Tenderer).....

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

Of.....having registered office at

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

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

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

THE CONDITIONS of this obligation are:

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

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

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

\_\_\_\_\_  
[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

## 10. DECLARATION OF UNDERTAKING

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the Public Procurement & Disposal Act 2015

We also underscore the importance of adhering to the law in the implementation of the project.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country.

We also declare that our company/sub-contractors/ all members of the consortium has/have not been debarred to engage in procurement/ included in the list of sanctions.

We acknowledge that, the client is entitled to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

(Name of company)

(Signature(s))

## 11.MANUFACTURER’S AUTHORIZATION FORM

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

WHEREAS .....[ name of the manufacturer] who are established and reputable manufacturers of ..... [name and/or description of the goods] having factories at ..... [address of factory] do hereby authorize ..... [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

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[signature for and on behalf of manufacturer]

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.