GEOTHERMAL DEVELOPMENT COMPANY LIMITED

GDC/SC/OT/003/2018-2019

TENDER FOR THE SUPPLY OF AIR TIME (SCRATCH CARDS) AND NEWSPAPERS THROUGH FRAMEWORK CONTRACT FOR A PERIOD OF EIGHTEEN (18) MONTHS (RESERVED FOR THE YOUTHS AND PWD ONLY)

CLOSING DATE AND TIME: 21ST SEPTEMBER, 2018 AT 2.00PM

Geothermal Development Company Ltd
P.O. Box 100746-00101
NAIROBI
Website: www.gdc.co.ke

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SECTION I INVITATION TO TENDER

TENDER REF NO: GDC/SC/OT/003/2018-2019

TENDER NAME: TENDER FOR THE SUPPLY OF AIR TIME (SCRATCH CARDS) & NEWSPAPERS THROUGH FRAMEWORK CONTRACT FOR A PERIOD OF EIGHTEEN (18) MONTHS.

1.1 The Geothermal Development Company Limited invites sealed bids from eligible **registered Youths & PWDs** for the **Supply of and delivery of air time (scratch cards) and Newspapers through framework contract.**

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents from the office of Manager, Supply Chain at Kawi House Office, located at South C Bellevue, Off Mombasa Road, Red Cross Road between 9.00am and 4.00pm during weekdays.

1.3 An electronic copy of the tender document may be obtained by interested firms upon payment of a non-refundable fee of **Kshs. 1000** payable to our accounts office in cash or bankers cheque. The document can also be viewed and downloaded from the website www.gdc.co.ke 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 to address provided at appendix to instruction to tenderers.

1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender name and tender reference number and be deposited in the Tender Box at GDC Kawi House Office Ground Floor, located at South C Bellevue ,Off Mombasa Road, Red Cross Road, or be addressed to;

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

so as to be received on or before **Friday 21st September 2018 at 2.00Pm**

Tenders MUST be accompanied by a duly filled, signed and stamped Tender Securing Bid Declaration Form in the format specified and provided in the tender document.

1.5 Prices quoted should be inclusive of all taxes and delivery must be in Kenya Shillings and shall remain **valid for 12 months from the closing date of the tender.**

1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at GDC Kawi House Office Ground Floor boardroom.

Manager, Supply Chain

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible (Youths & PWDs ONLY) 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 GDC 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 GDC 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 GDC, 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/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 Declaration Form
(ix) Contract Form
(x) Performance Security Form
(xi) Confidential Business Questionnaire
(xii) Declaration of Undertaking not to engage in corrupt fraudulent practices

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

2.6 **Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of tenders, GDC for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by 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, GDC, 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 GDC, 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 120 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.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to GDC satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the GDC 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

2.13.2 The 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.

2.13.3 The 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 clause-by-clause commentary on the GDC 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 declaration form specified in the Appendix to Invitation to Tenderers.**

2.14.2 The Tender securing declaration form shall be duly signed and stamped.

2.14.3 The tender securing form is required to protect GDC against the risk of Tenderer's conduct.

2.14.4 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by GDC 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 but not later than thirty (30) days after the expiration of the period of tender validity prescribed by GDC.

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 GDC on the Tender Form; or
(b) in the case of a successful tenderer, if the tenderer fails:
    (i) to sign the contract in accordance with paragraph 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 GDC, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by GDC as non-responsive.

2.15.2 In exceptional circumstances, GDC may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender

security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 **Format and Signing of Tender**

2.16.1 Bidders shall prepare **three copies** of the tender, clearly marking one "ORIGINAL TENDER" and two "COPIES OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. 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 GDC at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE**," Friday 21st September, 2018 at 2.00 Pm.**

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 **Friday 21st September, 2018 at 2.00Pm.**

2.18.2 GDC 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

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

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

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

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

2.19.5 GDC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

2.20 Opening of Tenders

2.20.1 GDC will open all tenders in the presence of tenderers' representatives who choose to attend on **21st September 2018 at 2.00pm** 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 GDC, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 GDC will prepare minutes of the tender opening.

2.21 Clarification of Tenders

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

2.21.2 Any effort by the tenderer to influence GDC in their tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 GDC will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and 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 GDC may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 GDC will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. GDC determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by GDC 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, GDC 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 GDC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The 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 GDC 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 GDC 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, GDC will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as GDC deems necessary and appropriate.

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

(b) **Award Criteria**

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

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, GDC 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, GDC 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 GDC notifies the successful tenderer that its tender has been accepted, GDC will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

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

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from GDC, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to GDC.

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

2.31 Corrupt or Fraudulent Practices

2.31.1 GDC 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 anything 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 GDC, 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 GDC of the benefits of free and open competition;

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

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

Appendix to Instructions to Tenderers

The following information 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 registered youth & PWDs only under the Ministry of National Treasury.
2.3.2	A complete set of the tender document may be obtained by interested firms upon payment of a non-refundable fee of **Kshs.1000** each payable to our accounts office in cash or by banker's 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
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: - Ag. Manager, Supply Chain Geothermal Development Company Limited, Kawi House, South C Bellevue ,Off Mombasa Road, Red Cross Road P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: procurement@gdc.co.ke Copy to: pkapto@gdc.co.ke Deputy Manager, Administration Geothermal Development Company Limited, Kawi House, South C Bellevue ,Off Mombasa Road, Red Cross Road P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: pgituma@gdc.co.ke skiplagat@gdc.co.ke; NB: Any request for clarification must be in the firm's letterhead, signed and must be in reference to the specific parts of the tender document properly numbered specific parts of the tender document properly numbered.
2.5.1	GDC will respond in writing (e-mail in PDF format) to any request for clarification received at least seven (7) days prior to the deadline for the submission of tenders.

2.10.2	The prices should include all taxes and delivery to **GDC Kawi house, South C Nairobi, Naivasha & Nakuru Office**
2.11.1	**Prices quoted shall be in Kenya Shillings and shall remain fixed during contract period from date of contract signing.**
2.14.1	The tenderer shall furnish, as part of its tender, a tender securing bid declaration form duly signed, filled and stamped in the format provided in the tender document
2.16	Tenders must submit one (1) original and two (2) copies of the tender
2.18.1	The tender Closing date is on; **Friday 21st September, 2018 at 2.00Pm**
2.22.1	At the preliminary evaluation stage, the following mandatory requirements that determines a bidder's responsiveness will be assessed :- As provided below (A): Tender Evaluation Criteria Mandatory requirement **NB:** Bidders who will not meet the below 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 below parameters: As provided below (B): Tender Evaluation Criteria in the tender document. Bids responsive at the technical evaluation stage will be evaluated at the financial stage. In the financial evaluation stage, The bids will be checked for costing of all items and payment terms.
2.27.4	**Award Criteria: The lowest evaluated total unit price summation per full/complete schedule 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.
2.30.1	The performance security shall be 1% of the LPO value in the form of a bank guarantee issued by a bank operating in Kenya.

TENDER EVALUATION CRITERIA

1. PRELIMINARY REQUIREMENTS (MANDATORY)

No.	Documents to be submitted	Yes/No
1.	A duly filled, signed and stamped tender securing declaration form.	
2.	Duly filled, Signed & Stamped Price Schedules.	
3.	Duly filled, Signed & Stamped Tender Form	
4.	Attach a copy of Certificate of Incorporation/Registration in Kenya	
5.	Attach Copy of Valid Single Business Permit	
6.	Attach a copy of PIN Certificate	
7.	Attach a copy of valid AGPO certificate from National Treasury for Youth and persons with disability (PWD's)	
8.	Attach a copy of registration/identification card with National Council of Persons with Disability (NCPWD) for **schedule two (2**). (GDC shall verify authenticity)	
9.	Provide a copy of Certificate of Confirmation of Directors and **Shareholding (CR12) for limited companies** and or **ID Card for Sole Proprietorship**	
10.	Submit Tax Compliance Certificate valid at the time of opening. This will be verified through the TCC checker.	
11.	Duly filled, Signed & Stamped Confidential Business Questionnaire	
12.	Duly filled, signed and stamped declaration of undertaking not to engage in corrupt fraudulent practice	

NB: Bidders who will not meet the above requirements will be declared non-responsive and their bids will not be evaluated further.

2. TECHNICAL EVALUATION CRITERIA

No	Requirements
1.	A duly signed & stamped written confirmation letter that the prices shall remain valid for a period of **twelve (12) months (1 year)** from the date contract is signed and there shall be no price variations/adjustments within the one (1) year contract period.
2.	Provide a delivery letter of commitment duly signed & stamped confirming time schedule for deliveries from notification by the client i.e. LPO issue in line with GDC Delivery time line specified & Tenderer's Response to Rush and Emergency Orders (Lead Time Schedule/letter)
3.	Provide duly signed and stamped power of attorney to demonstrate the authority of the signatory to sign the Bid and any other document.
4.	Tenderers must quote the full schedules with completeness in order to qualify as responsive. **Incomplete schedule shall not be considered and shall be declared non responsive.**

NB: Bidders who will not meet the above technical evaluation requirements will be declared non-responsive and their bids will not be evaluated further for further financial evaluation.

3. FINANCIAL EVALUATION CRITERIA

- NB: Each complete schedule shall be evaluated separately & awarded

-The bids will be checked for costing of all items. The lowest evaluated total unit price inclusive of 16% VAT summation per full schedule will be recommended for award.

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 and manner 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 as specified in the Special Conditions of 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 Where the Procuring Entity rejects any component of the Goods delivered, it shall provide a timeline in writing within which the Tenderer shall collect and replace the rejected Goods.

3.8.6 Should the Tenderer fail to collect the Goods within the prescribed timelines or any extension thereof granted, the Procuring Entity shall be entitled to charge a storage fee at the prevailing commercial bank rates until all the rejected Goods are collected by the Tenderer.

3.8.7 Where the Tenderer despite the extension granted in clause 3.8.5 above fails to collect the rejected Goods, the Procuring Entity shall be entitled to proceed and dispose the rejected Goods in accordance with the procedures outlined in the Public Procurement and Asset Disposal Act, 2015.

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

3.9 **Packing**

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

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

3.10 **Delivery and Documents**

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

3.11 **Insurance**

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

3.12 **Payment**

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

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

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered 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 25%, of the original contract price.

3.13.4 Where the variation in contract price results to an increment by more than 25%, such variation shall be tendered for separately.

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

3.13.6 Price variation request shall be responded to 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 not sub contract in whole or in part, any of its obligations under this Contract, except with the written consent of the procuring entity with the exception of subcontracts awarded 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 Goods delivered by the Tenderer do not conform to the Standards specified in the Contract

(b) 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

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

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

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.

3.18 Termination for Convenience

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

For the remaining part of the contract after termination the Procuring Entity's may elect to cancel the supply and pay to the Tenderer the amount for partially delivered Goods.

3.14 Termination by Mutual Consent

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

3.15 Termination by Insolvency

If the Tenderer becomes insolvent or bankrupt; the Procuring Entity may at any time terminate this Agreement by giving written notice to the Tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenderer, 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.

3.16 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.

3.17 Interest on Delayed Payments

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

3.18 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.

Effect of Force Majeure:

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

(a) be relieved from the consequences of its failure to perform that obligation on a day-to-day basis;

(b) promptly notify the other parties of the occurrence as soon as reasonably possible by email, telex or cable of the nature of the Force Majeure and the extent to which the Force Majeure suspends the affected party's obligations under this Agreement; and

(c) use all reasonable endeavours to overcome the consequences of the event and resume performance of its obligations as soon as possible after the Force Majeure condition no longer exists.

Force Majeure Termination:

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

Limitation of Liability

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

3.21 Amendments

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.1 definitions	The Purchaser is The Geothermal Development Company Limited Kawi House, South C P. O Box 100746-00101, Nairobi, Kenya. It includes the Purchaser's legal representative's successors or assigns.
3.4 Standard	1. Prices charged by the tenderer for the delivered goods performed under the Contract shall not vary from the prices quoted by the tenderer in the tender (quoted prices should remain valid for 12 months from the date of contract effectiveness). 2. The goods to be supplied **shall be new, genuine, unused and free from defects.** 3. The goods delivered shall be packaged in acceptable market standard packaging (proper packing).
3.7.1 Performance Security	The performance security shall be 1% of the LPO value issued by a bank operating in Kenya and valid for 30 days beyond the delivery period.
3.10.1 Delivery	**SUPPLY OF AIRTIME - DELIVERY SCHEDULE** **Note** i) Delivery shall be to **Nairobi, Kawi House on a monthly basis** for a period of eighteen months. ii) Order will be placed with the supplier by way of an official Local Purchase Order (LPO) which shall be issued quarterly. iii) Orders shall be executed by the supplier as specified on the LPO and more particularly the provisions of the contract entered into between the parties iv) It is the Parties intention and Agreement that there will be no obligation for the procuring entity to award any Orders to the awarded tenderer during the term of the Contract entered into for the Goods procured under this tender. **SUPPLY OF NEWSPAPERS – DELIVERY SCHEDULE** **Note** i) Delivery shall be to **GDC respective offices (Nairobi, Nakuru & Naivasha**) **on a daily basis** for a period of eighteen months. ii) Order will be placed with the supplier by way of an official Local Purchase Order (LPO) which shall be done quarterly. iii) Orders shall be executed by the supplier as specified on the LPO and more particularly the provisions of the contract entered into between the parties

3.12.1 *Payment Terms & Conditions*	1. Payment shall be thirty (30) days after receipt of certified, undisputed invoice (s) and delivery notes at GDC offices 2. No Interest on delayed payments 3. No advance payment
3.13 Prices	i) **Prices quoted should be inclusive of all taxes and transport costs. The prices must be in Kenya Shillings and shall remain valid for at least twelve (12) months from the date the contract is signed.** **No correction of arithmetic errors.** The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
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. The arbitration shall be by one arbitrator mutually chosen by both parties and his decision shall be final and binding on the parties. (a) The seat of the arbitration shall be Nairobi, Kenya; (b) There shall be one (1) arbitrator who shall be jointly appointed by the parties, failure of which the arbitrator shall be appointed in accordance with the Nairobi Center for International Arbitration Rules, Provided that any person who has existing or prior relationship with either Party shall not be eligible for appointment as an arbitrator except with the consent of both Parties. (c) The language of the arbitration shall be English; (d) The award rendered shall apportion the costs of the arbitration; (e) A party aggrieved by the decision of the arbitrator reserves the right of appeal in a Court of Competent Jurisdiction. (f) 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. (g) The provisions of this Clause shall continue to be binding on the Parties notwithstanding any termination or cancellation of this Contract.
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 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.2 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.

5.1.3 The tenderers are requested to present information along with their offers as follows:

(i) Shortest possible delivery period of each product

SECTION VI - TECHNICAL SPECIFICATIONS AND SCHEDULE OF REQUIREMENTS

SCHEDULE ONE (1) – SUPPLY OF AIRTIME TO GDC KAWI HOUSE OFFICES SOUTH C (NBI)

RESERVED FOR THE YOUTH ONLY

SCHEDULE ONE (1A) – SAFARICOM AIR TIME/SCRATCH CARDS.

S/NO	ITEM DESCRIPTION	UNIT OF MEASURE	MINIMUM QUANTITY FOR EIGHTEEN (18) MONTHS	MAXIMUM QUANTITY FOR EIGHTEEN (18) MONTHS
1	Scratch Cards (500 Safaricom)	PC	900	1200
2	Scratch Cards (1000 Safaricom)	PC	7000	10000
3	Scratch cards (50 Safaricom)	PC	1120	1420
4	Scratch cards (100 Safaricom)	PC	560	860

SCHEDULE ONE (1B) – AIRTEL AIR TIME/SCRATCH CARDS.

S/NO	ITEM DESCRIPTION	UNIT OF MEASURE	MINIMUM QUANTITY FOR EIGHTEEN (18) MONTHS	MAXIMUM QUANTITY FOR EIGHTEEN (18) MONTHS
1	Scratch Cards (500 Airtel)	PC	600	900
2	Scratch Cards (1000 Airtel)	PC	1100	1400

SCHEDULE ONE (1C) - TELKOM AIR TIME/SCRATCH CARDS.

S/NO	ITEM DESCRIPTION	UNIT OF MEASURE	MINIMUM QUANTITY FOR EIGHTEEN (18) MONTHS	MAXIMUM QUANTITY FOR EIGHTEEN (18) MONTHS
1	Scratch Cards (500 Telkom)	PC	150	450
2	Scratch Cards (1000 Telkom)	PC	260	560

SCHEDULE TWO – SUPPLY OF NEWSPAPERS

RESERVED FOR THE PWD ONLY

SCHEDULE TWO (2A) - KAWI HOUSE OFFICES, SOUTH C – NAIROBI

No.	ITEM DESCRIPTION	UOM	MINIMUM QUANTITY FOR EIGHTEEN (18) MONTHS	MAXIMUM QUANTITY FOR EIGHTEEN (18) MONTHS
1.	Daily Nation Newspapers	PCS	18728	19494
2.	The Star Newspaper	PCS	5263	5979
3.	Standard Daily Newspapers	PCS	15662	16430
4.	Business Daily	PCS	8709	9509
5.	East African	PCS	800	800
6.	Times Magazine	PCS	80	80
7.	Economist Magazine	PCS	80	80

SCHEDULE TWO (2B) - LAKE VIEW ESTATE, NAIVASHA OFFICE

No.	ITEM DESCRIPTION	UOM	MINIMUM QUANTITY FOR EIGHTEEN (18) MONTHS	MAXIMUM QUANTITY FOR EIGHTEEN (18) MONTHS
1.	Daily Nation Newspapers	PCS	2160	3600
2.	The Star Newspaper	PCS	720	2160
3.	Standard Daily Newspapers	PCS	2160	3600
4.	Business Daily	PCS	1080	2520

SCHEDULE TWO (2C) – NAKURU OFFICE, POLO CENTRE

No.	ITEM DESCRIPTION	UOM	MINIMUM QUANTITY FOR EIGHTEEN (18) MONTHS	MAXIMUM QUANTITY FOR EIGHTEEN (18) MONTHS
1.	Daily Nation Newspapers	PCS	9864	10944
2.	The Star Newspaper	PCS	1152	2232
3.	Daily Standard Newspapers	PCS	10584	11664
4.	East African	PCS	36	216
5.	Business Daily	PCS	3960	5040

SECTION VII - PRICE SCHEDULE FOR GOODS

SCHEDULE ONE – RESERVED FOR THE YOUTH ONLY

SCHEDULE ONE (1A) - SAFARICOM AIR TIME/SCRATCH CARDS.

S/NO	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE INCLUSIVE OF 16% VAT & TRANSPORT COST TO GDC KAWI OFFICE, NAIROBI
1	Scratch Cards (500 Safaricom)	PC	
2	Scratch Cards (1000 Safaricom)	PC	
3	Scratch cards (50 Safaricom)	PC	
4	Scratch cards (100 Safaricom)	PC	
	Grand unit cost summation inclusive of 16% VAT and transport cost to GDC Kawi office & transferred to tender form		

NB:

1. Prices charged by the tenderer for the delivered goods performed under the Contract shall not vary from the prices quoted by the tenderer in the tender (quoted prices should remain **valid for at least12 months** from the date of contract effectiveness).
2. 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. ***Tenderers MUST take extra caution to ensure the tender sum is correctly tabulated/computed.**

Tenderer's name (Company) _____

Signature& Rubber-Stamp _____Date_____

SCHEDULE ONE (1B) – AIRTEL AIR TIME/SCRATCH CARDS.

S/NO	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE INCLUSIVE OF 16% VAT & TRANSPORT COST TO GDC KAWI OFFICE, NAIROBI
1	Scratch Cards (500 Airtel)	PC	
2	Scratch Cards (1000 Airtel)	PC	
Grand unit cost summation inclusive of 16% VAT and transport cost to GDC Kawi office & transferred to tender form			

NB:

1. Prices charged by the tenderer for the delivered goods performed under the Contract shall not vary from the prices quoted by the tenderer in the tender (quoted prices should remain **valid for at least12 months** from the date of contract effectiveness).
2. 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. ***Tenderers MUST take extra caution to ensure the tender sum is correctly tabulated/computed.**

Tenderer's name (Company) _____

Signature& Rubber-Stamp _____Date_____

SCHEDULE ONE (1C): TELKOM AIR TIME/SCRATCH CARDS

S/NO	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE INCLUSIVE OF 16% VAT & TRANSPORT COST TO GDC KAWI OFFICE, NAIROBI
1	Scratch Cards (500 Telkom)	PC	
2	Scratch Cards (1000 Telkom)	PC	
Grand unit cost summation inclusive of 16% VAT and transport cost to GDC Kawi office & transferred to tender form			

NB:

1 Prices charged by the tenderer for the delivered goods performed under the Contract shall not vary from the prices quoted by the tenderer in the tender (quoted prices should remain **valid for at least12 months** from the date of contract effectiveness).

2. 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. *Tenderers MUST take extra caution to ensure the tender sum is correctly tabulated/computed.

Tenderer's name (Company) _____

Signature& Rubber-Stamp _____Date_____

SCHEDULE TWO – SUPPLY OF NEWSPAPERS

RESERVED FOR PWD ONLY

SCHEDULE TWO (2A) - KAWI HOUSE OFFICES, SOUTH C – NAIROBI

No.	ITEM DESCRIPTION	UOM	UNIT PRICE INCLUSIVE OF 16% VAT & TRANSPORT COST TO GDC KAWI OFFICE, NAIROBI	AVAILABILITY
1.	Daily Nation Newspapers	PCS		
2.	The Star Newspaper	PCS		
3.	Daily Standard Newspapers	PCS		
4.	The Star Newspaper	PCS		
5.	East African	PCS		
6.	Times Magazine	PCS		
7.	Economist Magazine	PCS		
Grand unit cost summation inclusive of 16% VAT and transport cost to GDC Kawi office & transferred to tender form				
DELIVERY PERIOD (SPECIFY)				

NB:

1 Prices charged by the tenderer for the delivered goods performed under the Contract shall not vary from the prices quoted by the tenderer in the tender (quoted prices should remain **valid for at least12 months** from the date of contract effectiveness).

2. 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. *Tenderers MUST take extra caution to ensure the tender sum is correctly tabulated/computed.

Tenderer's name (Company) _____

Signature& Rubber-Stamp _____Date_____

SUPPLY OF NEWSPAPERS

SCHEDULE TWO (2B) - LAKE VIEW ESTATE, NAIVASHA OFFICE

No.	ITEM DESCRIPTION	UOM	UNIT PRICE INCLUSIVE OF 16% VAT & TRANSPORT COST TO GDC NAIVASHA OFFICE,	AVAILABILITY
1.	Daily Nation Newspapers	PCS		
2.	The Star Newspaper	PCS		
3.	Daily Standard Newspapers	PCS		
4.	The Star Newspaper	PCS		
5.	East African	PCS		
6.	Times Magazine	PCS		
7.	Economist Magazine	PCS		
Grand unit cost summation inclusive of 16% VAT and transport cost to GDC Lake View Estate, Naivasha Office & transferred to tender form				
DELIVERY PERIOD (SPECIFY)				

NB:

1 Prices charged by the tenderer for the delivered goods performed under the Contract shall not vary from the prices quoted by the tenderer in the tender (quoted prices should remain **valid for at least12 months** from the date of contract effectiveness).

2. 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. *Tenderers MUST take extra caution to ensure the tender sum is correctly tabulated/computed.

Tenderer's name (Company) _____

Signature& Rubber-Stamp _____Date_____

SUPPLY OF NEWSPAPERS

SCHEDULE TWO (2C) – NAKURU OFFICE, POLO CENTRE, KENYATTA AVENUE

No.	ITEM DESCRIPTION	UOM	UNIT PRICE INCLUSIVE OF 16% VAT & TRANSPORT COST TO GDC NAKURU OFFICE,	AVAILABILITY
1.	Daily Nation Newspapers	PCS		
2.	The Star Newspaper	PCS		
3.	Daily Standard Newspapers	PCS		
4.	The Star Newspaper	PCS		
5.	East African	PCS		
6.	Times Magazine	PCS		
7.	Economist Magazine	PCS		
Grand unit cost summation inclusive of 16% VAT and transport cost to GDC Nakuru Office, Polo Centre Kenyatta Avenue & transferred to tender form				
DELIVERY PERIOD (SPECIFY)				

NB:

1 Prices charged by the tenderer for the delivered goods performed under the Contract shall not vary from the prices quoted by the tenderer in the tender (quoted prices should remain **valid for at least12 months** from the date of contract effectiveness).

2. 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. *Tenderers MUST take extra caution to ensure the tender sum is correctly tabulated/computed.

Tenderer's name (Company) _____

Signature& Rubber-Stamp _____Date_____

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

3. Tender Securing Bid Declaration Form - When required by the tender documents the tender shall provide the tender securing in the form included herein

4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

6. Declaration of Undertaking - The declaration of undertaking must be filled, signed and stamped

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: _____

_____
[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. ……. *[insert unit summation]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (…… (*insert tender description*) in conformity with the said tender documents for the sum of ……. (*total tender amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by ……. ……..(*Procuring entity).*

4. We agree to abid 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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

_____ _____
[signature] & stamped [in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name
……
Location of business premises.
……
Plot No…… Street/Road
……..
Postal Address …….. Tel No. ……. Fax ……. E mail …….
Nature of Business
……..
Registration Certificate No.
……
Maximum value of business which you can handle at any one time – Kshs.
……
Name of your bankers …….. Branch
……

	Part 2 (a) – Sole Proprietor Your name in full …….. Age …….. Nationality …… Country of origin …… • Citizenship details …… •
	Part 2 (b) Partnership Given details of partners as follows: Name Nationality Citizenship Details Shares 1. …… 2. …… 3. …….. 4. ……..

	Part 2 (c) – Registered Company Private or Public ……. State the nominal and issued capital of company- Nominal Kshs. …… Issued Kshs. …… Given details of all directors as follows Name Nationality Citizenship Details Shares 1…… …… 2. …… …….. 3. …… …… 4. …… …… 5 …… …….
Date …….. Signature of Candidate & Stamped ……..	

- If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

8.3 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
(a) the Tender Form and the Price Schedule submitted by the tenderer
(b) the Schedule of Requirements
(c) the Technical Specifications
(d) the General Conditions of Contract
(e) the Special Conditions of contract; and
(f) the Procuring entity's Notification of Award

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

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

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

(Amend accordingly if provided by Insurance Company)

8.4 PERFORMANCE SECURITY FORM

To …….
[*name of Procuring entity]*

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

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

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

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

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

8.5 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 –

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
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

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 ……. [Insert date of signing]

8.6 DECLARATION OF UNDERTAKING

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

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

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

We also declare that our company/sub-contractors/ all members of the consortium

has/have not been debarred to engage in procurement/ included in the list of sanctions.

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

Dated this _____ day of _____ 20 _____

(Name of company)

(Signature(s)

8.7 POWER OF ATTORNEY

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

Note: This power of attorney should be on the letterhead duly signed and stamped nominating a representative to transact and sign document on behalf of your company.