



GEOHERMAL DEVELOPMENT COMPANY LIMITED

**TENDER FOR THE SUPPLY AND DELIVERY
OF AUTOMOTIVE GAS OIL (AGO) FOR
MENENGAI AND BARINGO GEOTHERMAL
PROJECTS THROUGH FRAMEWORK
AGREEMENT FOR A PERIOD OF TWO (2)
YEARS.**

GDC/SC/OT/024/2020:2021

**CLOSING DATE AND TIME: 13TH NOVEMBER, 2020 AT
2.00 PM**

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

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SECTION I INVITATION TO TENDER

DATE: 3rd NOVEMBER, 2020

TENDER REF NO: GDC/SC/OT/024/2020-2021

TENDER NAME: **TENDER FOR THE SUPPLY AND DELIVERY OF AUTOMOTIVE GAS OIL (AGO) FOR MENENGAI & BARINGO GEOTHERMAL PROJECTS THROUGH FRAMEWORK AGREEMENT FOR A PERIOD OF TWO (2) YEARS.**

- 1.1 The Geothermal Development Company Limited invites sealed bids from eligible tenderers for the **Supply and Delivery of Automotive Gas Oil (AGO) for Menengai and Baringo Geothermal Projects through Framework Agreement for a period of two (2) years.**
- 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://tenders.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 Tenders **MUST** be accompanied by a **Tender Security in the amount of Kshs. One Million (1,000,000.00)** issued by a reputable Bank/Insurance operating in Kenya in the format provided in the tender document. The tender security should be valid for one fifty days (150) from the date of the tender opening/closing date.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender name and tender reference number and be deposited in the Tender Box at GDC Kawi House Office Ground Floor, located at South C Bellevue ,Off Mombasa Road, Red Cross Road, or be addressed to;

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

So as to be received on or before **Friday 13th November 2020 at 2.00pm (1400Hrs)**

- 1.6 Prices quoted should be inclusive of all taxes & delivery costs and must be in Kenya Shillings and shall remain valid for twelve (12) months from the date the contract is signed.**
- 1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at GDC Kawi House Office Ground Floor boardroom.

MANAGER, SUPPLY CHAIN

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to **Citizen Contractors** eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 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 www.gdc.co.ke or PPIP portal tenders.go.ke
- 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 Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Confidential Business Questionnaire
- (xii) Declaration of undertaking not to engage in corrupt practice.

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

2.5 **Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify 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

2.12.1 Pursuant 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 list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by GDC; and

- (c) 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 Security in the amount of Kshs. One Million (1,000,000.00)** issued by a reputable Bank operating in Kenya or Insurance in the format provided in the tender document. The tender security should be valid for one fifty days (150) from the date of the tender opening/closing date.

2.14.2 The tender securing declaration form is required to protect GDC against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.3 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

2.15 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 each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

- 2.16.2 The original and the copy 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 20th November 2020 at 2.00pm (1400Hrs).**
- 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 13th November 2020 at 2.00pm (1400Hrs).**
- 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 **Friday 13th November 2020 at 2.00pm (1400Hrs)** 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 any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the

detriment of 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 all tenderers for the Supply of Automotive Gas Oil (AGO) for Menengai and Baringo Geothermal Projects through framework agreement for a period of two (2) years.
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://tenders.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: - 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: dkyaka@gdc.co.ke & pkapto@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.
2.5.4	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.
2.14.1	The tenderer shall furnish, as part of its tender, a Tender Security in the amount of Kshs. One Million (1,000,000.00) issued by a reputable Bank operating in Kenya or Insurance in the format provided in the tender document. The tender security should be valid for one fifty days (150) from the date of the tender opening/closing date
2.15.1	The tender validity period is 120 days from the date of tender opening. A tender valid for a shorter period shall be considered as non-responsive and shall be rejected.

2.16	The bid documents to be submitted shall be paginated, initialed and well bound.
2.18.1	The tender Closing date is on; Friday 13th November 2020 at 2.00pm (1400hrs)
2.22.1	At the preliminary evaluation stage , the below mandatory requirements that determines a bidder's responsiveness will be assessed (Table one (1)).
2.24.1	In the technical evaluation stage , only bidders who have been found responsive at the preliminary stage will be evaluated on the below parameters in table two (2); Financial Evaluation stage The technical requirement based on scoring (pass mark of 70 marks) will determine the bidder's capability/experience to meet GDC requirements. Minimum of seven (7) firms with ranking from the highest score to lowest of 70 marks will be shortlisted for mini competition to supply diesel through framework agreement for a period of two (2) years.
2.28.1	The unsuccessful tenderers will be notified on the outcome of the tender at the same time the successful tenderer is notified.

TENDER EVALUATION CRITERIA

Stages of evaluation:

A) **Mandatory requirements** will determine the satisfactory responsiveness of a tenderer, failure to meet any of these set requirements as noted hereunder will render a tender non-responsive and will automatically be disqualified/not proceed for Technical Evaluation.

B) **Technical Evaluation:** The technical requirement based on scoring (pass mark of 70 marks) will determine the bidder's capability/experience to meet GDC requirements. Minimum of seven (7) firms with ranking from the highest score to lowest of 70 marks will be shortlisted for mini competition to supply diesel.

Shortlisting

Minimum of seven (7) firms with the highest ranking of 70 marks and above will be shortlisted for a mini competition to supply diesel.

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

TABLE ONE (1) - MANDATORY REQUIREMENT

No.	Requirement
1.	Original Tender Security in the amount of Ksh 1,000,000.00 in the form of Bank or Insurance valid for a period of 150 days from the date of tender opening.
2.	Duly filled, Signed and Stamped Form of Tender.
3.	Certified copy of Certificate of Incorporation/ Registration in Kenya by an advocate.
4.	Certified copy of Tax compliance certificate by an advocate valid at the time of opening. The validity of the Tax certificate shall be confirmed from KRA Tax Checker
5.	Certified copy of Certificate of Confirmation of Directors and Shareholding (CR12) for limited companies by an advocate or ID card for Sole Proprietorships
6.	Certified copy of Valid Business Permit by an advocate
7.	Provide a Power of Attorney witnessed by an advocate
8.	Certified copy of a valid EPRA License authorizing the supplier to trade in Fuels by an advocate
9.	Provide data sheets clearly complying to GDC specifications provided in Section V – Technical Specification
10.	Provide Audited Account for the last three (3) years i.e. 2017/2018/2019 signed and stamped by the Auditor and Certified by an advocate
11.	Duly filled, signed and stamped Confidential Business Questionnaire (attached)
12.	Dully Filled, Signed and Stamped Declaration of Undertaking not to engage in corrupt fraudulent practice (attached).

Note: Tenderers must meet and pass all the parameters/requirements in the mandatory evaluation so as to be considered for technical evaluation. Please note that the authenticity of the above documents provided may be verified with the relevant authority and any forgery or false presentation in any one of the above shall lead to automatic disqualification and render the tenderers bid non-responsive.

TABLE TWO (2) - TECHNICAL REQUIREMENTS

No.	Requirements	Max. Score
1.	<p>Documentary evidence showing experience of the supplier to provide diesel. (30mks)</p> <p>Provide a list of at least ten (10) major clientele/customers in which similar goods have supplied in the last 5 years, detailing nature of the goods supplied, value of the contract, contact person including contact addresses. (1marks for each client up to a max score of 10mks)</p> <p>Provide five (5) copy of contracts for similar assignment handled in the last five (5) years (25mks)</p> <ul style="list-style-type: none"> • 5 or more contracts 25 mks • 4 contracts 20 mks • 3 contracts 15 mks • 2 contract 10 mks • 1 contract 5 mks 	35mks
2.	<p>Proof of fleet capacity of at least 30,000 lts & above (fuel tanker per truckload) for Supply of Diesel; 35 mks</p> <ul style="list-style-type: none"> • Ownership Option: Provide at least two (2) Logbooks at least 30,000 lts each with the company name. (5mks for each logbook) 10 mks • Lease option: Provide proof of lease (Lease Agreement duly signed by both parties & log book copies) for at least two (2) Logbooks (30,000 lts each). (5 mks for each logbook & lease agreement) 10 mks • Provide a valid Calibration Chart (2No.) – show the vehicle is properly calibrated (10mks) • Provide a valid Transportation license duly issued by EPRA to show conformity to safety measure (10mks) • A signed declaration of ability to dedicate vehicles for supply of diesel on needs basis in all GDC operational areas (5mks) 	35mks
3.	<p>Provide certified bank statements for the last six (6) months clearly showing ability to handle business value of Ksh 10Milion per month. GDC may verify the authenticity of the statement with the issuing bank.</p>	20mks

4.	Work Plan - (including timelines) in responding to supply and deliver the diesel to project sites in line with GDC Delivery time line specified in Special Condition of Contract & Tenderer's Response to Emergency Orders (Lead Time Schedule).	10mks
	Total Marks	100mks

Note: Tenderers must attain a minimum technical score of 70mks in the technical evaluation/requirements so as to be considered for shortlisting.

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

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

3.2 Application

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

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 **Patent Rights**

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

3.7 **Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 **Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace

- the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.
- 3.9 Packing**
- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract
- 3.10 Delivery and Documents**
- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract
- 3.11 Insurance**
- 3.11.1 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 and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

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

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

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

(a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

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

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

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. 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.
3.7.1 Performance Security	N/A for this tender
3.10.1 Delivery	The delivery period for the AGO shall be 2 days or less after issuance of LPO. It is GDC's desire to have the diesel supplied within the shortest time possible. Note i) Delivery shall be to Menengai and Baringo – Silali as and when required for a period of two years. ii) Order will be placed with the supplier by way of an official Local Purchase Order (LPO) iii) Orders shall be executed by the supplier as specified on the LPO.
3.12.1 <i>Payment Terms & Conditions</i>	<ul style="list-style-type: none"> i. The Purchaser shall upon execution of this Tender, Shortlist at least minimum of seven (7) firms which will be notified. ii. GDC Shall invite a mini competition among the shortlisted firms and the credit period shall be within sixty (60) days upon receipt of certified invoices and delivery notes confirming that the invoiced services have been rendered. iii. Payment shall be made through Geothermal Development Company cheque or telegraphic transfer iv. No advance payment v. No interest on delayed payments.
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.
Notices:	Each party's address for the service of notice shall be the below mentioned address or such other address as it specifies by notice to the other; For the Procuring Entity:

The Managing Director & CEO,
Geothermal Development Company Ltd (GDC)
Kawi House, South C Bellevue Off Mombasa Road, Tel:
0719037000, 0719036000
P.O. Box 100746 – 00101
Nairobi, Kenya

Any notice given under the Agreement shall be in writing and may be served:

- i. personally;
- ii. by registered or recorded delivery mail;
- iii. by e-mail, telex or facsimile transmission (the latter confirmed by telex or post); or
- iv. by any other means which any party specifies by notice to the others.

Notice shall be deemed to have been served:

- i. if it was served in person, at the time of service;
- ii. if it was served by post, 72 hours after it was posted; and
- iii. If it was served by e-mail, telex or facsimile transmission, at the time of transmission.

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

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

5.2 – SCOPE OF WORK

5.2.1 The tender involves framework agreement for provision of Automotive Gas Oil (AGO) fuel for use for civil/construction equipment, vehicles and drilling rigs at the Geothermal Development projects within the Menengai Caldera and Baringo-Silali geothermal prospects.

5.3 - TECHNICAL REQUIREMENTS FOR AUTOMOTIVE DIESEL OIL

General

Tenderers must indicate on the specifications sheets whether the diesel Supply offered comply with each of the below specified requirement.

Property	Unit	limit	Test-Method
Cetane index	46		EN ISO 4264
Cetane number	51		EN ISO 5165
Density at 15°C	kg/l	0.83±0.003	EN ISO 3675, EN ISO 12185
Polycyclic aromatic hydrocarbons	%(m/m)	-	EN ISO 12916
Sulphur content	mg/kg	-	EN ISO 20846, EN ISO 20847, EN ISO 20884
EN ISO 20846, EN ISO 20884			
Flash point	°C	66	EN ISO 2719
Carbon residue (on 10% distillation residue)	%m/m	-	EN ISO 10370
Ash content	% (m/m)	-	EN ISO 6245
Water content	mg/kg	-	EN ISO 12937
Total contamination	mg/kg	-	EN ISO 12662
Copper strip corrosion (3 hours at 50 °C)	rating	Class 1	EN ISO 2160
Oxidation Stability	g/m3	-	EN ISO 12205
Lubricity, corrected wear scar diameter (wsd 1,4) at 60 °C	µm	-	EN ISO 12156-1
Viscosity at 40 °C	mm2/s	2	EN ISO 3104
Distillation recovered at 250 °C, 350 °C	% V/V	85	EN ISO 3405
95%(V/V) recovered at	°C		-
Fatty acid methyl ester content	% (V/V)	-	EN 14078

9. PHYSICAL AND CHEMICAL PROPERTIES:	
Appearance	Straw colored liquid with hydrocarbon odour
Flashpoint	66 °C minimum.
Boiling point	IBP : 200 °C; FBP : 360 °C
Vapour Pressure	<0.5 kPa
Specific gravity (Water=1)	0.815 – 0.865 @ 20 °C
Water solubility	Negligible.
Flammability limits	LEL : 1.0 % v/v; UEL : 6.0 % v/v
Auto ignition temperature	220 -300 °C
Vapour Density (Air= 1)	> 5 @ 15 °C

ADDITIONAL INFORMATION

1. Delivery Period/Point

The Automotive diesel oil will be supplied within a period of Two (2) days from date of LPO issuance or as may otherwise be directed by GDC. Delivery point will be in Menengai and Baringo .

2. Projected Delivery Schedule

The delivery is projected at 450,000 litres per month for both project sites (225,000liters for each project sites).

NB: GDC shall communicate in writing actual quantities to be delivered per month.

3. GDC is not bound to order or make orders from any of the shortlisted company.
4. The orders will be made on a need basis.
5. The quantities provided are estimates only.
6. GDC will invite mini-competition from the shortlisted firms when a need arise from time to time and the lowest evaluated bidder will be awarded the tender and LPO issued on need basis.

SECTION –VI – SCHEDULE OF REQUIREMENTS

Estimated Menengai Fuel Requirement

Requirement Description	Unit of measure	Approximate Quantity per month	Estimated quantity for 2 years
Automotive Gas Oil (AGO)	litres	225,000 liters	5,400,000

Estimated Baringo Fuel Requirement

Requirement Description	Unit of measure	Approximate Quantity per month	Estimated quantity for 2 years
Automotive Gas Oil (AGO)	litres	225,000 liters	5,400,000

SECTION VII - 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 Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Declaration of Undertaking - Tenderers to fill, sign and stamp the declaration of undertaking.

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 numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply of (..... *(insert description)* in conformity with the said tender documents for the sum of N/A.

2. We undertake, if our Tender is accepted, to deliver and supply the diesel 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 N/A of the Contract Price for the due performance of the Contract , in the form prescribed by GDC.

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. 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]

[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:

Shares	Name	Nationality	Citizenship Details
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	
.....		

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

8.3 TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

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

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

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

8.5 DECLARATION OF UNDERTAKING

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

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

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

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

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

Dated this _____ day of _____ 20 _____

(Name of company)

(Signature(s))