



**GEOHERMAL DEVELOPMENT COMPANY LTD (GDC)
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NAIROBI, KENYA**

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**TENDER FOR SUPPLY AND INSTALLATION OF FUEL MANAGEMENT
AND FLEET TRACKING SYSTEM FOR A PERIOD THREE (3) YEARS**

GDC/SC/OT/027/2020:2021

CLOSING DATE AND TIME: 20TH NOVEMBER, 2020 AT 2.00PM

TABLE OF CONTENTS

TABLE OF CONTENTS

TABLE OF CONTENTS	2
SECTION I : INVITATION TO TENDER.....	3
SECTION II: INSTRUCTIONS TO TENDERERS	5
APPENDIX TO INSTRUCTION TO TENDERERS	16
SECTION III: GENERAL CONDITIONS OF CONTRACT.....	20
SECTION IV: SPECIAL CONDITIONS OF CONTRACT	25
«AddressBlock»	
SECTION VI: PRICE SCHEDULE	36
SECTION VII:STANDARD FORMS.....	40
8.1: FORM OF TENDER	41
8.2: CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM.....	42
8.3: TENDER SECURITY FORM.....	43
8.4: CONTRACT FORM.....	44
8.5:PERFORMANCE SECURITY FORM	45
8.6: DECLARATION OF UNDERTAKING.....	46
8.6 MANUFACTURER AUTHORIZATION	47

SECTION I: INVITATION TO TENDER

Date: 3rd November, 2020

TENDER FOR SUPPLY AND INSTALLATION OF FUEL MANAGEMENT AND FLEET TRACKING SYSTEM FOR A PERIOD OF THREE (3) YEARS REF: TENDER NO: GDC/SC/OT/027/2020-2021

Geothermal Development Company Limited (GDC) invites sealed tenders from eligible suppliers for **Supply and Installation of Fuel Management and Fleet Tracking System** whose specifications are detailed in this Tender Document.

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.

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 PIIP Portal www.tenders.go.ke **free of charge or at no cost**. Bidders who download the tender document from the websites **MUST** forward their particulars immediately for records for further tender clarifications and addenda. Bidders are advised to be checking the website for any uploaded further information on this tender.

Tenders must be accompanied by an original bid security of **KSh. 300,000** in the form specified in the tender document.

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

**The Managing Director & CEO
Geothermal Development Company Ltd (GDC)
P.O. Box 100746 – 00101
NAIROBI, KENYA**

and deposited in the tender box at KAWI House South C, off Mombasa Road, Red Cross Road Ground Floor, Not later than **20th November, 2020 at 2.00pm (1400Hrs)**.

Prices quoted should be in Kenya Shillings and inclusive of all taxes and shall remain valid for (120) days from the closing date of the tender.

There shall be a Mandatory site visit for all tenderers to all the below GDC Project areas

- i) Menengai Geothermal Project Site – **11th November, 2020 at 10.00am** at Menengai Geothermal Project, Nakuru County. Bidders are required to assemble at GDC Nakuru offices Polo Center, Kenyatta Avenue at 8.30am then proceed to Menengai at 9.00am.
- ii) Baringo – Silali Project Site – **12th November, 2020 at 10.00am** at North Rift, Baringo County. Bidders are requested to assemble at GDC Kapkerwa Office (Baringo County) along Marigat – Loruk Road at 9.00am.

NB: All arrangements for travelling and accommodation shall be the responsibility of the Tenderer, **Off road/4WD vehicles are recommended**. Each tenderer shall complete the certificate of tenderers visit to the site and attendance register. The representative must have an appointed power of attorney for the tenderer. Tenderers shall complete attendance register and issued with a certificate of site visit.

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

Late Tenders will not be accepted

MANAGER SUPPLY CHAIN

SECTION II – INSTRUCTIONS TO TENDERERS

	Page
2.1 Eligible Tenderers	6
2.2 Cost of tendering	6
2.3 Contents of tender documents	7
2.4 Clarification of Tender documents	7
2.5 Amendment of tender documents	8
2.6 Language of tenders	8
2.7 Documents comprising the tender	8
2.8 Form of tender	9
2.9 Tender prices	9
2.10 Tender currencies	9
2.11 Tenderers eligibility and qualifications	9
2.12 Tender security	10
2.13 Validity of tenders	11
2.14 Format and signing of tenders	11
2.15 Sealing and marking of tenders	12
2.16 Deadline for submission of tenders	12
2.17 Modification and withdrawal of tenders	12
2.18 Opening of tenders	13
2.19 Clarification of tenders	14
2.20 Preliminary Examination	14
2.21 Conversion to other currencies	15
2.22 Evaluation and comparison of tenders	15
2.23 Contacting the procuring entity	16
2.24 Post-qualification	17
2.25 Award criteria	17
2.26 Procuring entities right to vary quantities	17
2.27 Procuring entities right to accept or reject any or all tenders	17
2.28 Notification of award	18
2.29 Signing of Contract	18
2.30 Performance security	19
2.31 Corrupt or fraudulent practices	19

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000 (Kenya Shillings One Thousand) or free of charge for bidders that download the tender from GDC Website or PPIP Portal.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form

- xi) Performance security form
- xii) Declaration form
- xiii) Manufacturer Authorization Form

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

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

2.12.2 The tender security shall be in the amount not **exceeding KSh 300,000**.

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

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

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.

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

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

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

2.12.7 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the GDC on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

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

2.13.2 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 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 **Format and Signing of Tender**

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall prevail

N/B All pages of both (Original and Copy) of the tender documents **MUST** be serialized & initialized by the tenderer including the attachments to the bid document.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 **Sealing and Marking of Tenders**

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

The inner and outer envelopes shall:

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

(b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE **Friday 20th November, 2020 at 14.00HRS,**”

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Friday 20th November, 2020 at 14.00HRS.**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 **Modification and withdrawal of tenders**

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 **Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, **at 14.00HRS, Friday 20th November, 2020** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. if the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

(a) Operational Plan.

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

- 2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.4 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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

2.27 Performance Security

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

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

2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of

contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

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

Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	The tender is open to eligible firms for Supply and Installation of Fuel Management and Fleet Tracking System for a Period of Three (3) years.
2.21	A complete set of the tender document may be from the website www.gdc.co.ke or PPIP Portal free <u>of charge or at no cost.</u> Bidders who download the tender document from the website <u>MUST</u> forward their particulars immediately for records and any further tender clarifications and addenda to the email addresses provided at the appendix to instruction to bidders.
2.4.1	<p>A prospective tenderer requiring any clarification of the tender document may notify GDC in writing (e-mail in PDF format or by facsimile) through the following address: One copy to: - Manager, Supply Chain, Geothermal Development Company Limited, KAWI House, P.O. Box 100746 – 00101, Nairobi. E-mail: procurement@gdc.co.ke dkyaka@gdc.co.ke, pkapto@gdc.co.ke copy to: pouma@gdc.co.ke</p> <p>One copy to: - Ag. Manager, Fleet Management Geothermal Development Company Limited Center P.O. Box 100746 – 00101, Nairobi, KENYA E-mail: aoyugi@gdc.co.ke</p> <p>GDC will respond in writing (e-mail in PDF format) to any request received at least seven (7) days prior to the deadline for the submission of tenders. NB: Any request for clarification must be in the firm’s letterhead and signed, and must be in reference to the specific parts of the tender document properly numbered.</p>
2.10	The tender Prices shall be quoted in Kenya Shillings.
2.12	The tenderer shall furnish a tender security in the amount of KSh. 300,000 in the form of insurance/bank guarantee valid for a period of 150 days from the date of tender opening.
2.13.1	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 <u>shall</u>

	<u>be rejected.</u>
2.16.1	The tender closing/opening date is on Friday 20th November, 2020 at 2.00Pm (14.00HRS)
2.20	At the preliminary evaluation stage , the below mandatory requirements that determines a bidder's responsiveness will be assessed (Table one (1)).
2.24	In the <u>Technical evaluation stage</u> , Criteria for evaluation is as specified in table below; Bids responsive at the technical evaluation stage will be evaluated In the <u>financial stage evaluation stage</u> Criteria for evaluation is as specified in table below; AWARD CRITERIA The lowest evaluated tenderer for the complete schedule will be recommended for award.
2.26	The unsuccessful tenderers will be notified on the outcome of the tender at the same time the successful tenderer is notified
2.27	The performance security shall be 10% of the contract price in the form of a bank guarantee from a local bank.

TENDER EVALUATION CRITERIA

Stages of evaluation:

- 1) **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.
- 2) **Technical Evaluation:** The technical requirement will determine the bidder's capability/experience to meet GDC requirements in the below mentioned three stage

Technical Evaluation Stage

Stage One (1) – Technical bid evaluation shall be on the basis of Complied/not complied and any bid failing in any of the technical evaluation will not proceed to the technical capacity evaluation stage. Bidders shall explicitly indicate their offer (under the 'Bidder's offer' column) against the GDC minimum specifications.

Bidders **MUST** also provide as part of stage one (1) analysis Brochure/Catalogues/DataSheets/Descriptive Literatures clearly showing compliance to GDC requirements/specification as stipulated in Section V – Technical Specifications.

NB: failure to meet any of these set requirements as noted hereunder (Stage One (1) – Technical evaluation will render a tender non-responsive and will automatically be disqualified/not proceed for Stage Two (2) - Technical Evaluation.

Stage Two (2) - Bidders that score **55 points and above** out of 70 Points at this stage will proceed to **Stage Three (3) – Pitch Presentation.**

NB: Bidders that score less than 55 marks will automatically be disqualified/not proceed for Stage Three (3) - Technical Evaluation.

Stage Three (3) - Bidders that score **30 points and above** out of 40 Points at the pitch presentation shall be evaluated at the financial stage.

TABLE ONE (1) - MANDATORY REQUIREMENT

No.	Requirement
1.	An original Tender Security in the amount of Ksh 300,000 in the format provided in the tender document and valid for at least thirty (30) days beyond the tender validity period i.e. 150 days from the date of tender opening.
2.	Dully filled, Signed and Stamped Tender Form
3.	Dully filled, Signed and Stamped Price Schedules
4.	Certified copy of Certificate of Incorporation/ Registration in Kenya by an advocate
5.	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
6.	Certified copy of Certificate of Confirmation of Directors and Shareholding (CR12) by an advocate or Certified ID Card for Sole Proprietorships
7.	Attach a copy of valid Single business permit/license certified by an advocate
8.	Valid License from Communication Authority of Kenya (CAK)
10.	Provide a Power of Attorney witnessed by an advocate
11.	Evidence of physical address (attach documentary evidence in form of any of the following:- lease agreement/title deed or payment for utilities e.g. water bills or electricity bills)
12.	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
13.	Provide a letter of accreditation by supplier & license to see and support (operate) the system/Duly signed and stamped Manufacturer's authorization letter in the format provided.
13.	Duly filled, signed and stamped Confidential Business Questionnaire (attached)
14.	Dully Filled, Signed and Stamped Declaration of Undertaking not to engage in corrupt fraudulent practice (attached).
15.	Mandatory Site Visit Certificates for Menengai and North Rift Geothermal Projects

NB:

Bidders responsive at the preliminary stage will proceed to the technical evaluation stage

TECHNICAL REQUIREMENT

STAGE ONE (1) – TECHNICAL REQUIREMENT BASED ON COMPLIANCE

Technical bid evaluation shall be on the basis of Complied/not complied and any bid failing in any of the technical evaluation will not proceed to the technical capacity (stage two) evaluation stage. Bidders shall explicitly indicate their offer (under the ‘Bidder’s offer’ column) against the GDC minimum specifications.

No	Minimum technical specifications	Complied/Not Complied
Vehicle tracking system with fuel monitoring capability		
A	Fuel Management	
1.	The system should be able to measure and monitor fuel levels, density measurements and foreign impurities (water & sludge formation) in up to fifteen (15) tanks concurrently	
2.	The system should be able to detect volumetric leak up to 99% accuracy in the overhead and underground fuel tanks.	
3.	The system should be able to provide dispenser information and automate reconciliation when used in conjunction with a fuel pump	
4.	The system should be able to provide accurate inventory information, including reports that can be used to better schedule deliveries	
5.	The system should have a pump control unit which will be installed on each fuel pump, and independently control each pump hose.	
6.	The system should have a Hose Control able to detect the insertion of the fuel nozzle into vehicles equipped with a Vehicle Identification Unit. Removing the nozzle immediately terminates fuel flow.	
7.	Existence of a Vehicle Identification Unit uniquely programmed on each vehicle Unique ID number	
B. FLEET MANAGEMENT		
1	The GPS Tracking system must be linked by secured encrypted connection direct to the on-board unit installed in the vehicle. GPS and GSM tracking network with the features for fuel management and real time motor vehicle tracking and monitoring	
2	The system must have a feature that remotely monitors the usage of fuel and reporting on the fuel consumption and alerts on fuel theft/siphoning.	

3	The system must be web based and with provision of a mobile app. (software)	
4	The system must have a feature that easily allows the user to virtually fence an area where the vehicle is supposed to operate within and give alerts incase the vehicle leaves or enters the area. e.g <ul style="list-style-type: none"> ▪ Location authorized/Not authorized ▪ By time of the day example 6am to 6pm ▪ By days of the week example Monday to Friday ▪ By route example from present point “x” to point “y” 	
5	2 TFT full HD smart 55” color display screens	
6	2 Laptops for client use for ease of system access and management; Condition: New (Refurbished equipment shall not be accepted at GDC) Type/Model/Brand: Bidder to specify Processor: Intel Core i5, 2.0GHz Operating System: Windows 10 Pro, 64 bit Graphics: Integrated Intel UHD 620 Webcam: Integrated Memory: 6GB Storage: 500 GB HDD/SSD Display: 14.4 " HD, Non-Touch Input: Keyboard: Back lit, International English (UK/US), Touch Pad, Mouse: Same brand as laptop, Black, 2-button, scroll Battery: 15.6 hours, 57Wh Power: 65W AC Adapter (3pin)-UK, 230-240V Audio: High Definition (HD) Audio, integrated internal speakers	
7	The system must have a remote vehicle immobilization capacity for absolute control where necessary.	
8	The system shall allow users to manage information on vehicles including but not limited to: <ul style="list-style-type: none"> ▪ Registration number ▪ Department ▪ Make ▪ Model ▪ Mileage 	
9	The system should alert the transport office that the vehicle is back after the journey/trip via push notifications/emails. The system should at all the time show the vehicles that are not assigned a trip and are available within the compound	

10	The system shall allow users to perform route optimization by allocating closest vehicles to corresponding journeys or destinations against users' request.	
11	The system must have a feature that is integrated to motor vehicle service mileage intervals to give alerts when next service of the vehicle is due.	
12	The system must capture engine idling and give alerts	
13	The system must have a feature that captures fuel issues to the vehicle amounts of fuel per day, week, and month and per year. In addition, it should be able to generate fuel analysis reports.	
14	The system shall allow users to search for vehicle by registration number.	
15	The system should be able to allow for adding the points of interest and have reports on the visitation of the same.	
16	The system should be capable of real time monitoring in remote areas where there is no GSM network.	
17	The system shall allow scheduling of reports to be submitted to users automatically	
18	The system shall allow users to request for vehicles, and provide the trips, start and destination points and the respective times.	
19	The system should be able to integrate the other systems that already exist	
20	The system shall allow users to record the fuel intake of vehicle, against the under list: <ul style="list-style-type: none"> ▪ Quantity taken against vehicle registration No. ▪ Time and date ▪ Distance covered against fuel taken and the ratios 	
	Driver Management	
21	The system shall allow users to manage information on drivers including but not limited to: <ul style="list-style-type: none"> ▪ Name ▪ Driving permits details ▪ Driving history (departments, stations) 	
22	The system shall allow fleet supervisors receive alerts in case of drivers violating specific parameters such as speed, routes, destination points e.t.c	

23	The system shall allow users to determine the driver of a particular vehicle at any given time	
24	The system shall allow driver monitoring through trip initiation and end time with mileage, idling and stop time maximum speeds and number of over speed events	
25	The system should use the driver's ID integration with the system alerts to assess and analyze the driver's behavior and patterns over prescribed periods. Monthly or periodic driver performance rating reports to be provided in the system	
C	Reporting	
1	The system should be able to export and process report on various format e.g. PDF, word, excel, ELS etc	
2	The system shall provide reports/presentation on <ul style="list-style-type: none"> ▪ Location of the accidents. ▪ Time and date of accident. ▪ Recorded events five (5) minutes before the accidents. ▪ Speed by the time of the accident 	
D	Cross cutting functionality	
1	All data stored within the system shall be accessible via the available reports (except data that should not be shown for security reasons) ie if data exists there must be the ability to view it on a report.	
2	The system shall log all activities performed by users and these logs should be easily accessible by the privileged users.	
3	No report shall be capped to a maximum number of pages. Report pages shall depend on the size of data to avoid omitting data from a report.	
4	The system shall allow a user to assign individuals user rights.	
5	The system shall allow an administrator user to define the limits and privileges of each role.	
6	The system shall allow the authentication and authorization to be controlled both at active directory level and application level	
7	Get low battery alerts	
8	SOS emergency buttons	

9	Generate reports of vehicle trips, stoppages, durations and location mileage etc	
10	Get username and password to log into the website	
11	Access real time reports on mobile phone, laptops, tablets etc	
12	Create different user accounts with different rights and access	
13	Get alerts of fatigue driving, stoppage alarm etc	
14	View different vehicle tracking maps	
15	Relies on GPS/ GPRS/GSM and satellite technology to transmit position.	
16	Real time visibility in remote areas	
17	24hour support service	
18	One-year warranty in case of device /unit failure within the contract period.	
19	Ability to integrate with SAP	
	Does the solution offering have the ability to handle the following capabilities. a. Scheduling processes, b. Maintenance processes, c. Operator Management, d. Compliance Management	
	Do indicate any other functionalities that the fleet management software may have over and above what has been indicated in specifications above.	

Bidders MUST also provide as part of stage one (1) analysis Brochure/Catalogues/DataSheets/Descriptive Literatures clearly showing compliance to GDC requirements/specification as stipulated in Section V – Technical Specifications.

NB: failure to meet any of these set requirements as noted here above (Stage One (1) – Technical evaluation will render a tender non-responsive and will automatically be disqualified/not proceed for Stage Two (2) - Technical Evaluation.

TECHNICAL REQUIREMENT

STAGE TWO (2) – TECHNICAL REQUIREMENT BASED ON SCORING

No.	Requirement	Criteria Description	Points
1.	Experience of the Firm	<p>Documentary evidence showing experience of the supplier to Supply, Install and Commission Fuel Management and Fleet Tracking System.</p> <ol style="list-style-type: none"> 1. Evidence of Fuel Management System and Fleet Tracking System <ul style="list-style-type: none"> - Provide a list of at least five (5) major clientele/customers in which similar system has been installed and commissioned in the last 5 years, detailing nature of the system, value of the contract, contact person including contact addresses. (1mark for each client up to a max score of 5mks). - Provide three (3) copy of contracts for similar assignment handled in the last five (5) years (15mks). <ul style="list-style-type: none"> ➤ 4 or more contracts 20 mks ➤ 3 contracts 15 mks ➤ 2 contract 10 mks ➤ 1 contract 5 mks 	30mks
2.	Human Resource Capacity	<p>Provide Certified CV's with qualification and competence of atleast 3No. of Key staff staff for the assignment; (Attach documentary evidence i.e. CV's and copies of certificates.).</p> <ol style="list-style-type: none"> 1. Project Team Leader/Manager – (1No.) (10 marks) <ul style="list-style-type: none"> ➤ Experience – The Project Team Leader should have a minimum of Five (5) years in provision of similar assignments. (5mks) ➤ Academic Qualification (2mks) – Master's Degree in IT related field (2mks) ➤ CVs & copies of certificates and other reference documents must be attached – (3mks) 2. Project Engineer – (5mks) <ul style="list-style-type: none"> ➤ Experience – The Project engineer should have a minimum of three (3) years' experience in provision of similar assignments (3mks) 	20mks

		<ul style="list-style-type: none"> ➤ Academic Qualification – Bachelor’s Degree in IT related qualifications (1 mk) ➤ CVs & copies of certificates and other reference documents must be attached – (1mk) <p>3. Implementation Technician – (5mks)</p> <ul style="list-style-type: none"> ➤ Experience – The Implementation Technicians should have a minimum of two (2) years’ experience in provision of similar assignments (3mks) ➤ Academic Qualification – Diploma in IT related qualifications (1 mks) ➤ CVs & copies of certificates and other reference documents must be attached – (1mk) 	
3.	Proposed work & Implementation Plan	<p>Bidders are also required to give proposal for work plan & implementation plan by use of Gantt chart clearly showing the scheduled activities and timelines for the Supply, Installation and Implementation of Fuel and Fleet Management System.</p> <p>GDC Delivery & Installation period is Three months after contract signing. Any bidder that offers timelines/Gant chart contrary to GDC timelines will not get the full 5marks score.</p>	5mks
4.	Warranty	<p>Provide a certified written Guarantee that entails the below;</p> <ul style="list-style-type: none"> ➤ Warranty period, min 2 years (2marks) ➤ Warranty replacement reporting for parts that fail early. (2marks) ➤ Provide Service Level Agreement details – min. 2 years (2marks) ➤ Must specify support services (1marks) ➤ Must state the response time to reported defects (1marks) ➤ Must specify system reliability minimum 95%. (1marks) ➤ Must specify warranty provisions: System to provide online service 24 hours a day for the period of contract (2marks) ➤ Evidence & Provision of dedicated line and call centre to provide the services (3mks) 	15 mks
	Total		70mks

For bidders to qualify to participate in pitching presentation stage below, bidders must score a minimum of 55 points pass mark in the above **Table – Stage Two (2): Technical Evaluation Criteria.**

NB: Bidders that score 55 marks and above will proceed to Stage Three (3) – Pitch Presentation.

STAGE THREE (3) – TECHNICAL REQUIREMENT BASED ON SCORING - PITCHING PRESENTATION STAGE

- a. At the pitch presentation stage, bidders will be expected to present their proposed system as detailed below:
- b. The bidder will be required to conduct a Demo based on:
- c. One of the two listed relevant and comparable assignments (in this case the bidder will be required to align the demonstration to the assignment citing examples OR present a prototype/demo/mock-up of the assignment (in this case the bidder is required to demonstrate a proposal of how the system shall be developed and function as understood by the bidder.

No.	Criteria (the following will be assessed during the demo)	Max Score
1.	Understanding of the GDC project	3
2.	Understanding of Assignment Requirements as detailed in the User Requirements	3
3.	Able to link the demo to the requirements.	20
4.	User Experience	
	a. User Interface (clean interface)	2
	b. Usability (intuitive)	2
5.	Technology used	
	a. Web based application (and supports all major browsers), (native or responsive to mobile devices)	2
	b. Mobile App	2
	c. Use of new technology (coding language, framework and database)	2
	d. Optimal system design (light and utilizes limited CPU resources)	2
	e. Scalability (from the end user’s perspective)	2
	TOTAL	40

Bidders that score **30 points and above** out of 40 Points at the pitch presentation shall be evaluated at the financial stage.

FINANCIAL EVALUATION

No.	Requirement
1.	Completeness of Schedule – The schedule must be quoted with completeness in order to qualify as responsive.
2.	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.	Compliance to GDC payments terms as per section IV of the tender document. Provide a declaration in conformity to GDC payment terms

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

3.1	Definitions
3.2	Application
3.3	Standards
3.4	Use of contract documents and information
3.5	Patent Rights
3.6	Performance security
3.7	Inspections and tests
3.8	Payment
3.9	Prices
3.10	Assignment
3.11	Termination for default
3.12	Termination for insolvency
3.13	Termination for convenience
3.14	Resolution of disputes
3.15	Governing language
3.16	Force majeure
3.17	Applicable law
3.18	Notices

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) “The contract” means the agreement entered into between the 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 services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.5 Patent Right’s

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

3.6 Performance Security

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

- 3.6.2 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.
- 3.6.3 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) A bank guarantee.
 - b) Such insurance guarantee approved by the Authority.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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

3.10 Termination for Default

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

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

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

3.14 Resolution of disputes

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

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

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

4.2 *Special conditions of contract with reference to the general conditions of contract.*

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.1 <i>definitions</i>	The Purchaser is The Managing Director, Geothermal Development Company Ltd (GDC), KAWI HOUSE, SOUTH C Tel: 0719715777/8, 0733602260, P.O Box 100746 – 00101, NAIROBI, KENYA, and includes its legal representatives, successors or assigns.
3.2 <i>Applications</i>	The Special Conditions of Contract <i>hereinafter abbreviated as SCC</i> shall form part of the Conditions of Contract. They are made in accordance with the law and the Procuring Entity’s guidelines, practices, procedures and working circumstances. They shall amend, add to and vary the General Conditions of Contract. Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail over those in the GCC
3.6 <i>Performance Security</i>	The Performance Security shall be in the amount of 10% of the Contract Price in the form of a bank guarantee . The performance Security shall be valid for a minimum of 30 days after delivery.
3.10 Termination	<p>Termination for Default GDC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> a) If the Service Provider fails to deliver the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the GDC; b) If the Goods and Services delivered by the Service Provider do not conform to the Standards specified in the Contract; c) If the Service Provider fails to perform any other obligation(s) under the Contract; d) If the Service Provider, in the judgment of the GDC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract; e) If the Service Provider becomes insolvent or bankrupt; GDC may at any time terminate this Agreement by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not produce or affect any right of action or remedy which has accrued or will accrue thereafter to GDC; <p>In the event that the GDC terminates the Contract in whole or in part, it may procure, upon such terms and in such manner, as it deems appropriate, Goods</p>

	<p>and Services similar to those undelivered, and the Service Provider shall be liable to the GDC for any excess costs incurred.</p> <p>3.14 Termination by Notice Either party, at its sole discretion, may at any time by written notice terminate the Contract by giving no less than Thirty (30) days' notice in writing.</p> <p>3.15 Termination for Convenience The GDC 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 GDC's convenience, the extent to which performance of the Tenderer of the contract is terminated and the date on which such termination becomes effective.</p> <p>For the remaining part of the contract after termination the GDC may elect to cancel the supply and pay to the Tenderer the amount for partially delivered goods.</p> <p>21.4 Termination by Mutual Consent By mutual written agreement, the Purchaser 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.</p> <p>21.5 Termination by Insolvency If the Tenderer becomes insolvent or bankrupt; the Purchaser may at any time terminate this Agreement by giving written notice to the Tenderer. In this event, termination will be without compensation to the Service provider, provided that such termination will not produce or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.</p> <p>On termination of this Agreement, howsoever terminated, the Contractor shall be permitted to remove all its equipment which may have been placed by the Contractor upon the employer's premises.</p>
<p>3.8 <i>Payment Terms & Conditions</i></p>	<ul style="list-style-type: none"> i. The Purchaser shall upon execution of this Agreement sign a contract and issue a Local Purchase Order (LPO) to the Supplier for the provision of the services. ii. 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 made through Geothermal Development Company cheque or telegraphic transfer iv. No advance payment v. No interest on delayed payments.

3.13 Prices	Prices shall be fixed during the Supplier's performance of the Contract.
3.14 Resolution of Disputes	<p>If any dispute or difference of any kind arises between the Parties in connection with this Agreement or the breach, termination or validity hereof (a "Dispute") it shall be referred to arbitration under the Arbitration Act, 1995 and it is hereby agreed that;</p> <p>(a) The seat of the arbitration shall be Nairobi, Kenya;</p> <p>(b) There shall be a panel of three (3) arbitrators. Each Party shall appoint one arbitrator and the third who shall be the chairman who shall be appointed by the Institute of Chartered Arbitrators Kenya Chapter. Provided that any person who has existing or prior relationship with either Party shall not be eligible for appointment as an arbitrator except with the consent of both Parties.</p> <p>(c)The language of the arbitration shall be English;</p> <p>(d)The award rendered shall apportion the costs of the arbitration;</p> <p>(e)The award shall be in writing and shall set forth in reasonable detail the facts of the Dispute and the reasons for the tribunal's decision</p>
3.18 Notices:	<p>Where the Contract provides for Notice to be given to any party, such Notice shall be well and sufficiently given if given by way of: -</p> <p>a) A letter posted by registered mail (airmail if international) to the postal address of the party concerned shown below, or delivered to that party by hand at the address shown below or;</p> <p>b) An email sent to the email address of the party concerned shown below.</p> <p>The addresses of the parties for Notices shall be: -</p> <p>GDC: The Managing Director & CEO Geothermal Development Company Ltd (GDC) P.O Box 100746 – 00101 Nairobi, Kenya</p> <p>or such other address as GDC may designate as its address for this purpose by Notice to the Contractor.</p>

SECTION V – DESCRIPTION OF SERVICE FOR FUEL MANAGEMENT AND FLEET TRACKING SYSTEM

Introduction

Geothermal Development Company (GDC) is a fully state-owned cooperation in Kenya's energy sector and is largely mandated to promote rapid development of geothermal resources in Kenya. To be able to execute its mandate, the company utilizes large quantities of fuel for running both in its drilling operations and fleet operations. To efficiently and effectively manage the consumption of fuel there is need to invest in both a Fuel Management System and Fleet Management System.

Scope of Works:

Geothermal Development Company recognizes the important role that technology plays in achieving its strategic objectives, improving efficiency, and enhancing service delivery. The company seeks to implement a fuel management system with the following scope;

- i. Management of fuel levels in various storage tanks at project sites.
- ii. Management of fuel consumption/discharge at project sites.
- iii. Management of fuel consumption by fleet at project sites.

A. GENERAL FEATURES:

1. Fuel Management

GDC has thirty six (36) functioning fuel storage tanks, out of the 36 tanks, 2 overhead tanks have fuel dispensing pumps. The solution sought should be easily integrated with the Fleet management solution in that a vehicle fuel consumption history should be traced back to the storage tanks where the fuel was dispensed using the fuel pump units.

- a) The system should have a feature that remotely monitors the usage of fuel and reporting on fuel consumption and give alerts on fuel theft. Fuel monitoring gadget should be attached.
- b) The system should have the ability to measure fuel tank stock levels (inventory) in an underground/overhead fuel tank, and carry out leak detection analysis.

- c) The system should have features that capture fuel issuance to the vehicle or equipment and amounts of fuel per day, week, monthly and year. In addition, it should be able to generate fuel analysis reports.
- d) The system shall allow the users to record the fuel intake of a vehicle against the under listed.
 - I. Quantity taken against vehicle registration number.
 - II. Department.
 - III. Time and date
 - IV. Distance covered against fuel drawn and the ratios, this will determine the fuel consumption per Km covered on each vehicle.
- e) The system should determine the location, time and volume of fueling

2. Fleet Management

2.1Fleet Tracking

- 2.1.1 The system must have a remote vehicle immobilization capacity for absolute control where necessary.
- 2.1.2 The system should be capable of real time monitoring in remote areas by use of Global position system (GPS).
- 2.1.3 The system should create different user accounts with different rights and access.
- 2.1.4 The system should have a 24HR support service and backup.
- 2.1.5 The system should be tamper proofed and have audit trail.
- 2.1.6 The system should have an internal battery for back up enabling continued storage and transmission of tracking data even when the main power from vehicle is disconnected.
- 2.1.7 The system should not interfere with the existing vehicle alarm system.
- 2.1.8 The tracking shall not impair the operations of the vehicle.
- 2.1.9 The system should be able to have a capacity to handle over 1000 units fitted to a fleet of vehicles.
- 2.1.10 The system should enable replay of movement of the vehicle
- 2.1.11 Push and email notifications.

2.1.12 System should have capabilities for panic alerts events.

2.1.13 The tracker should indicate speed at which the vehicle is moving.

2.2 Driver Management

2.2.1 The system should allow users to manage information on drivers, including;

- I. Name
- II. Driver permit details
- III. Driving history
- IV. Driving experience
- V. Accident reports

2.2.2 The system shall allow users to determine the driver of a particular vehicle at any given time on a map

2.2.3 The system shall allow driver monitoring through trip initiation and end time with mileage, idling and stop time, Maximum speeds, and number of speed events.

2.2.4 The system shall allow fleet supervisors and managers to send instructions to drivers through email.

2.2.5 The system should give alerts of fatigue driving, parking alarms etc.

2.2.6 The system should authorize drivers to drive any of the vehicles. We would like to have the flexibility of defining who can drive which vehicle but still track each driver by a unique driver identity tag irrespective of the vehicle he/she drives.

2.2.7 The system should use the driver's ID integration with the system alerts to assess and analyze the driver's behavior and patterns over prescribed periods.

2.2.8 Monthly or periodic driver performance rating reports to be provided from the system

2.3 Vehicle Management

2.3.1 The system should allow users to manage information on vehicles including but not limited to

- I. Registration Number
- II. Department
- III. Make
- IV. Model
- V. Mileage

- 2.3.2 The system must capture engine idling and freewheeling instances and send alerts.
- 2.3.3 The system should have the ability to capture and record instances of harsh braking and harsh acceleration.
- 2.3.4 Ability to review vehicle use logs like Hash Braking, Harsh Acceleration and Road Speed limit adherence.
- 2.3.5 Enable access to vehicle dashboard configuration like mileage, fuel consumption rate, excessive idling and virtual odometer.

3. Service/repair and maintenance of a vehicle

- (a) The system has a feature that is integrated to maintenance schedule, vehicles, current and next due service and to give alerts when service of the vehicle is due

4. Report Methods

- a) The system shall have a comprehensive and Integrate able process through a dynamic report generator.
- b) The system should be able to export and process report on various formats e.g. PDF, Excel, Word etc
- c) The system shall provide detailed report on start and end stop time of all the trips of vehicles with their respective locations.
- d) The system shall provide a report on vehicle usage at any one instant. This report shall include,
 - I. Vehicle registration number
 - II. Destination.
 - III. Time of departure.
 - IV. Time of return.
- e) The system shall provide an accident reconstruction report,
 - I. Location of the accidents.
 - II. Time and date of accident.
 - III. Recorded events five (5) minutes before the accidents.

IV. Speed by the time of the accident.

- f) The system shall provide schedule of reports to be submitted to the users automatically.
- g) All reports shall be designed for printing and flexible to allow a user to select a desired paper size and orientation.
- h) No report shall be capped to a maximum number of pages. Report pages shall depend on the size of data to avoid omitting data from a report.
- i) All reports shall show an “end of report “line at the bottom of the page. This will enable the recipient of the report to tell if it is complete.

No	Minimum technical specifications	
	Vehicle tracking system with fuel monitoring capability	
A	Fuel Management	
1.	The system should be able to measure and monitor fuel levels, density measurements and foreign impurities (water & sludge formation) in up to fifteen (15) tanks concurrently	
2.	The system should be able to detect volumetric leak up to 99% accuracy in the overhead and underground fuel tanks.	
3.	The system should be able to provide dispenser information and automate reconciliation when used in conjunction with a fuel pump control unit.	
4.	The system should be able to provide accurate inventory information, including reports that can be used to better schedule deliveries	
5.	The system should have a pump control unit which will be installed on each fuel pump, and independently control each pump hose.	
6.	The system should have a Hose Control able to detect the insertion of the fuel nozzle into vehicles equipped with a Vehicle Identification Unit. Removing the nozzle immediately terminates fuel flow.	
7.	Existence of a Vehicle Identification Unit uniquely programmed on each vehicle Unique ID number	
	B. FLEET MANAGEMENT	
1	The GPS Tracking system must be linked by secured encrypted connection direct to the on-board unit installed in the vehicle. GPS and GSM tracking network with the features for fuel management and real time motor vehicle tracking and monitoring	
2	The system must have a feature that remotely monitors the usage of fuel and reporting on the fuel consumption and alerts on fuel theft/siphoning.	
3	The system must be web based and with provision of a mobile app. (software)	
4	The system must have a feature that easily allows the user to virtually fence an area where the vehicle is supposed to operate within and give alerts incase the vehicle leaves or enters the area. e.g <ul style="list-style-type: none"> ▪ Location authorized/Not authorized ▪ By time of the day example 6am to 6pm ▪ By days of the week example Monday to Friday ▪ By route example from present point “x” to point “y” 	
5	2 TFT full HD smart 55” color display screens	

6	<p>2 Laptops for client use for ease of system access and management;</p> <p>Condition: New (Refurbished equipment shall not be accepted at GDC) Type/Model/Brand: Bidder to specify Processor: Intel Core i5, 2.0GHz Operating System: Windows 10 Pro, 64 bit Graphics: Integrated Intel UHD 620 Webcam: Integrated Memory: 6GB Storage: 500 GB HDD/SSD Display: 14.4 " HD, Non-Touch</p> <p>Input: Keyboard: Back lit, International English (UK/US), Touch Pad, Mouse: Same brand as laptop, Black, 2-button, scroll Battery: 15.6 hours, 57Wh Power: 65W AC Adapter (3pin)-UK, 230-240V Audio: High Definition (HD) Audio, integrated internal speakers</p>	
7	The system must have a remote vehicle immobilization capacity for absolute control where necessary.	
8	<p>The system shall allow users to manage information on vehicles including but not limited to:</p> <ul style="list-style-type: none"> ▪ Registration number ▪ Department ▪ Make ▪ Model ▪ Mileage 	
9	<p>The system should alert the transport office that the vehicle is back after the journey/trip via push notifications/emails.</p> <p>The system should at all the time show the vehicles that are not assigned a trip and are available within the compound</p>	
10	The system shall allow users to perform route optimization by allocating closest vehicles to corresponding journeys or destinations against users' request.	
11	The system must have a feature that is integrated to motor vehicle service mileage intervals to give alerts when next service of the vehicle is due.	
12	The system must capture engine idling and give alerts	
13	The system must have a feature that captures fuel issues to the vehicle amounts of fuel per day, week, and month and per year. In addition, it should be able to generate fuel analysis reports.	
14	The system shall allow users to search for vehicle by registration number.	

15	The system should be able to allow for adding the points of interest and have reports on the visitation of the same.	
16	The system should be capable of real time monitoring in remote areas where there is no GSM network.	
17	The system shall allow scheduling of reports to be submitted to users automatically	
18	The system shall allow users to request for vehicles, and provide the trips, start and destination points and the respective times.	
19	The system should be able to integrate the other systems that already exist	
20	The system shall allow users to record the fuel intake of vehicle, against the under list: <ul style="list-style-type: none"> ▪ Quantity taken against vehicle registration No. ▪ Time and date ▪ Distance covered against fuel taken and the ratios 	
	Driver Management	
21	The system shall allow users to manage information on drivers including but not limited to: <ul style="list-style-type: none"> ▪ Name ▪ Driving permits details ▪ Driving history (departments, stations) 	
22	The system shall allow fleet supervisors receive alerts in case of drivers violating specific parameters such as speed, routes, destination points e.t.c	
23	The system shall allow users to determine the driver of a particular vehicle at any given time	
24	The system shall allow driver monitoring through trip initiation and end time with mileage, idling and stop time maximum speeds and number of over speed events	
25	The system should use the driver's ID integration with the system alerts to assess and analyze the driver's behavior and patterns over prescribed periods. Monthly or periodic driver performance rating reports to be provided in the system	
C	Reporting	
1	The system should be able to export and process report on various format e.g. PDF, word, excel, ELS etc	

2	The system shall provide reports/presentation on <ul style="list-style-type: none"> ▪ Location of the accidents. ▪ Time and date of accident. ▪ Recorded events five (5) minutes before the accidents. ▪ Speed by the time of the accident 	
D	Cross cutting functionality	
1	All data stored within the system shall be accessible via the available reports (except data that should not be shown for security reasons) ie if data exists there must be the ability to view it on a report.	
2	The system shall log all activities performed by users and these logs should be easily accessible by the privileged users.	
3	No report shall be capped to a maximum number of pages. Report pages shall depend on the size of data to avoid omitting data from a report.	
4	The system shall allow a user to assign individuals user rights.	
5	The system shall allow an administrator user to define the limits and privileges of each role.	
6	The system shall allow the authentication and authorization to be controlled both at active directory level and application level	
7	Get low battery alerts	
8	SOS emergency buttons	
9	Generate reports of vehicle trips, stoppages, durations and location mileage etc	
10	Get username and password to log into the website	
11	Access real time reports on mobile phone, laptops, tablets etc	
12	Create different user accounts with different rights and access	
13	Get alerts of fatigue driving, stoppage alarm etc	
14	View different vehicle tracking maps	
15	Relies on GPS/ GPRS/GSM and satellite technology to transmit position.	
16	Real time visibility in remote areas	
17	24hour support service	

18	One-year warranty in case of device /unit failure within the contract period.	
19	Ability to integrate with SAP	
	<p>Does the solution offering have the ability to handle the following capabilities.</p> <ul style="list-style-type: none"> e. Scheduling processes, f. Maintenance processes, g. Operator Management, h. Compliance Management 	
	Do indicate any other functionalities that the fleet management software may have over and above what has been indicated in specifications above.	

SECTION VI – SCHEDULE OF REQUIREMENT

NO	ITEM	QTY
1	Supply of Fleet tracking hardware	120
2	Supply of Fuel Management Hardware for Fleet	120
3	Supply of Fuel Hardware Tanks	36
4	Supply of Driver ID's	120
5	Cost of annual subscription support charges for tracking per month, per vehicle	1
6	Cost of annual subscription support charges for Fuel management per month per vehicles	1
7	Cost of annual subscription support charges for Fuel management per month per Tank	1
8	Cost of annual support subscription for driver ID's	1
9	Cost of training	12Pax

SECTION VII – PRICE SCHEDULE ONE (1) – SUPPLY, INSTALLATION AND SUBSCRIPTION OF FUEL MNGEMENT & FLEET TRACKING SYSTEM

NO	ITEM	QTY	UNIT COST (KSH) INCL. OF 14% VAT	TOTAL (KSH) INCL. OF 14% VAT
1	Supply of Fleet tracking hardware	120		
2	Supply of Fuel Management Hardware for Fleet	120		
3	Supply of Fuel Hardware Tanks	36		
4	Supply of Driver ID's	120		
5	Cost of annual subscription support charges for tracking per vehicle	1		
6	Cost of annual subscription support charges for Fuel management per vehicles	1		
7	Cost of annual subscription support charges for Fuel management per Tank	1		
8	Cost of annual support subscription for driver ID's	1		
9	Cost of training	12Pax		
	Installation Cost of Fuel Management & Fleet Tracking System			
	Incl of Vat			
	Grant Total Cost for Supply and Installation & Subscription of the Fuel Management & Fleet Tracking System for a period of one (1) years incl of Vat transferred to tender form			

No correction of arithmetic errors.

The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

Tenderer's Name (Company) _____

Signature & Rubber stamp: _____

Date: _____

PRICE SCHEDULE TWO (2) – SUBSCRIPTION COST FOR FUEL MANAGEMENT & FLEET TRACKING SYSTEM

COST OF SUBSCRIPTION FOR YEAR (2) & YEAR (3)

NO	ITEM	QTY	TOTAL (KSH) INCL. OF 14% VAT FOR YEAR TWO (2)	TOTAL (KSH) INCL. OF 14% VAT FOR YEAR THREE (3)
1	Subscription support charges for fleet tracking system	1		
2	Subscription support charges for Fuel management system for vehicles	1		
3	Subscription support charges for Fuel management for the Tanks	1		
4	Subscription support for driver ID's	1		

NB: This will not form part of the contract price, however bidders are required to provide the above cost for purposes of yearly subscriptions.

No correction of arithmetic errors.

The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

Tenderer's Name (Company) _____

Signature & Rubber stamp: _____

Date: _____

SECTION VIII STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.

STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Declaration form
8. Manufacturer Authorization Form

FORM OF TENDER

Date _____
Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. _____ *[insert numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[.....]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

CONTRACT FORM

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

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No,Street/Road.....</p> <p>Postal addressTel No.Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
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	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

TENDER SECURITY FORM

Whereas[name of the tenderer]

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

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

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

Of.....having registered office at

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

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of

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

THE CONDITIONS of this obligation are:

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

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

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20____ to

supply.....

[Description services](Hereinafter called “the contract”)

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

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

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

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

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))

MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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