



GEOHERMAL DEVELOPMENT COMPANY LTD
P.O. Box 100746 – 00101
NAIROBI, KENYA
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**TENDER FOR PROVISION OF CLEANING, SANITATION, WASTE
COLLECTION AND DISPOSAL SERVICES FOR GDC OFFICES AT
KAWI HOUSE NAIROBI, POLO CENTRE NAKURU & OPERATIONAL
SITES AT MENENGAI GEOTHERMAL PROJECT, NAKURU COUNTY
& BARINGO-SILALI GEOTHERMAL PROJECT, BARINGO COUNTY
FOR A PERIOD OF TWO (2) YEARS.
(RESERVED FOR WOMEN ONLY)**

GDC/ADMIN/OT/030/2020:2021

CLOSING DATE AND TIME: 18th DECEMBER, 2020 AT 2:00PM

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SECTION I: INVITATION TO TENDER

DATE: 01/12/2020

TENDER REF NO: GDC/ADMIN/OT/030/2020:2021

TENDER FOR PROVISION OF CLEANING, SANITATION, WASTE COLLECTION AND DISPOSAL SERVICES FOR GDC OFFICES IN NAIROBI, NAKURU & OPERATIONAL SITES AT MENENGAI, NAKURU COUNTY & BARINGO GEOTHERMAL PROJECT, BARINGO COUNTY FOR A PERIOD OF TWO (2) YEARS.

Geothermal Development Company Limited (GDC) invites sealed tenders from eligible Service providers for **Provision of Cleaning Sanitation, Waste Collection and Disposal Services for a period of two (2) years for the areas specified above (Reserved for Special Groups Firms – Women Only registered under the treasury)** whose specifications are detailed in the Tender Documents.

Interested eligible candidates may obtain further information and inspect the tender document from the office of Manager, Supply Chain at Kawi House Office, located at South C Bellevue, Off Mombasa Road, Red Cross Road between 9.00am and 4.00pm during weekdays. An electronic copy of the tender document may be obtained by interested firms upon payment of a non-refundable fee of Kshs. 1000 payable to our accounts office in cash or bankers cheque.

The document can also be viewed and downloaded from the website **www.gdc.co.ke or IPP Portal** for free of charge. Bidders who download the tender document from the website must forward their particulars immediately for records and any further tender clarifications and addenda

Tenders **MUST** be accompanied by a **bid securing declaration form** in the format specified in the tender document.

Any additional information, addendums or clarifications in respect to this tender will be available in GDC website www.gdc.co.ke or PPIP portal (www.tenders.go.ke). All bidders are advised to regularly check the website during the bidding period.

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 GDC Kawi House Office Ground Floor, located at South C Bellevue, Off Mombasa Road, Red Cross Road, not later than **18th December, 2020 at 2.00pm.**

There will be a Mandatory site visit to GDC Offices & Operational Sites as follows;

- **Nairobi Office – 8th December, 2020 at 9.00am** Kawi House, South C offices (Assemble at Nairobi Office, South C at 8.30am).
- **Nakuru Office – 8th December, 2020** Nakuru's Polo Center, Kenyatta Avenue at 3.30Pm. (Assemble at Nakuru Polo center, Kenyatta Avenue at 3.00pm).
- **Nakuru's Kabarak & Menengai – 9th December, 2020** at 10.00am and proceeds to Menengai Geothermal Project immediately after kabarak. **(Assemble at Nakuru Polo center, Kenyatta Avenue at 9.00am).**
- **North Rift – 10th November, 2020 at 9.00am** (assemble at GDC Kapkerwa Office (Baringo County) along Marigat – Loruk Road at 8.30am.) and proceeds to Pakka Camp Site, Korosi Camp Site, Korosi Rig Site, Kadingding.

NB:

- Tenderers should arrange to come with a four wheel (4WD) off road Vehicle for ease of accessibility of the rough terrains.
- Each tenderer shall complete the certificate of tenderers visit for each site and sign the attendance register.

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

MANAGER, SUPPLY CHAIN

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 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/Tender securing declaration form
 - xi) Performance security form

xii) Declaration form not to engage in corrupt fraudulent practices

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

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security 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 25% of the original contract price.

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender securing bid declaration form specified in the Invitation to tender.

2.12.2 The tender securing declaration form shall accompany the tender document.

- 2.12.2 The tender securing declaration form is required to protect the Procuring entity against the risk of Tenderer's conduct.
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.
 - (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 Bidders shall prepare **three copies** of the tender, clearly marking each "ORIGINAL TENDER" and "COPIES OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 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 the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: “**DO NOT OPEN BEFORE 18th December, 2020 at 2.00pm.**”

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

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

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than, **18th December, 2020 at 2.00pm.**

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

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

2.17 Modification and withdrawal of tenders

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

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

- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 GDC will open all tenders in the presence of tenderers' representatives who choose to attend on **18th December, 2020 at 2.00pm** and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

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

2.20 Preliminary Examination and Responsiveness

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

- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.
- 2.21 Conversion to a single currency**
- 2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.
- 2.22 Evaluation and comparison of tenders.**
- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.
- 2.22.2 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 22.3 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

2.24.3 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.

2.24.4 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.

2.24.5 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 THE 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
2.1.1	<p>The tender is eligible to Registered Special Groups (Women only) under treasury for Provision of Cleaning Sanitation, Waste Collection & Disposal Services for GDC Offices & Operational Sites</p> <p>The tender is eligible to Women Special Groups registered with National Treasury.</p> <p>Note: Bidders in the target group who may not have capacity as defined by this tender are allowed to form a joint venture with established entities to meet the requirements. However, the Lead partner/Company shall be firm from the special category (women) who shall in turn sign & execute the contract with GDC during the bidding & implementation stage</p>
2.4.1	<p>A prospective tenderer requiring any clarification of the tender document may notify GDC in writing (email in PDF format or by facsimile) at the following address:</p> <p>One copy to: - Manager, Supply Chain Geothermal Development Company Limited, Kawi House Office, P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: procurement@gdc.co.ke Copy to: dkyaka@gdc.co.ke Copy to : pkapto@gdc.co.ke</p> <p>And one copy to: - General Manager, Human Resource & Administration Geothermal Development Company Limited, GDC Kawi House Office, P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: skiplangat@gdc.co.ke copy to; pgituma@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>
2.10.1	<p>Prices quoted shall be in Kenya Shillings. <u>No correction of arithmetic errors.</u> 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</p>

	amendment in any way by any person or entity.
2.12.2	The tenderer shall furnish, as part of its tender, a tender securing declaration form, dually filled, signed and stamped.
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 shall be rejected.
2.14.1	The tenderer should submit an Original and two (2) copies of the tender.
2.16.1	The Tender Closing date is on Friday 18th December, 2020 at 2.00 pm.
Mandatory Requirements.	<p>The evaluation will be evaluated in following stages:</p> <p>a) PRELIMINARY EVALUATION STAGE</p> <p>As provided below (A): Tender Evaluation Criteria Mandatory requirement NB: Bidders who will not meet the mandatory requirements will be declared non-responsive and their bids will not be evaluated further.</p> <p>b) TECHNICAL EVALUATION STAGE</p> <p>Only bidders who pass the Preliminary stage will be evaluated at the technical evaluation stage on the following parameters;</p> <p>i. Technical evaluation (based on scoring) 80Points</p> <p>All bidders whose bids will be technically responsive shall have their bids evaluated at the Financial Evaluation stage.</p>
2.24.5	AWARD CRITERIA The lowest evaluated tenderer for the complete schedule will be recommended for award.
2.27.1	The performance security shall be 1% of the contract price in the form of a bank guarantee issued by a reputable local bank.
Site Visit	<p>There will be a <u>Mandatory site visit to GDC Offices & Operational Sites as follows;</u></p> <ul style="list-style-type: none"> - Nairobi Office – 8th December, 2020 at 9.00am Kawi House, South C offices (Assemble at Nairobi Office, South C at 8.30am). - Nakuru Office – 8th December, 2020 Nakuru’s Polo Center, Kenyatta Avenue at 3.30Pm. (Assemble at Nakuru Polo center, Kenyatta Avenue at 3.00pm). - Nakuru’s Kabarak & Menengai – 9th December, 2020 at 10.00am and proceeds to Menengai Geothermal Project immediately after kabarak. <u>(Assemble at Nakuru Polo center, Kenyatta Avenue at 9.00am).</u> - North Rift – 10th November, 2020 at 9.00am (assemble at GDC Kapkerwa Office (Baringo County) along Marigat – Loruk Road at 8.30am.) and proceeds to Pakka Camp Site, Korosi Camp Site, Korosi Rig Site, Kadingding. <p>NB:</p>

	<ul style="list-style-type: none">• Tenderers should arrange to come with a four wheel (4WD) off road Vehicle for ease of accessibility of the rough terrains.• Each tenderer shall complete the certificate of tenderers visit for each site and sign the attendance register.
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TENDER EVALUATION CRITERIA

Stages of evaluation:

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

B) **Technical Evaluation:** The technical requirement will determine the bidder's capability/experience to meet GDC requirements as stated. Pass mark to qualify for financial evaluation – 80marks

C) **Financial Evaluation Stage:** The lowest evaluated tender per complete schedule will be recommended for award.

TENDER EVALUATION CRITERIA

Stages of evaluation:

A: MANDATORY REQUIREMENTS

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

No.	Requirement
1.	A duly filled, signed and stamped tender form and price schedule (must be filled in completeness in the formats provided)
2.	A duly filled, signed and stamped Bid Securing Declaration Form
3.	Certified copy of Certificate of Incorporation/ Registration in Kenya by an advocate.
4.	Certified copy of Valid Certificate of Access to Government Procurement Opportunities (AGPO) from National Treasury – for Women category.
5.	A duly filled, signed and stamped Declaration of Undertaking.
6.	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
7.	Must submit a valid copy of AGPO Certificate from Ministry of Finance/Treasury – Women Category Only.
8.	Certified copy of Certificate of Confirmation of Directors and Shareholding (CR12) for limited companies by an advocate or ID card for Sole Proprietorships
9.	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
10.	The tenderer shall make a Mandatory site visit to all the area as stated (Nairobi, Nakuru & Baringo County). Site visit certificates for all the regions shall be issued by GDC's representatives in the respective areas for confirmation of such visits. Bidders MUST attach all the issued certificates of Site visits in the bid document.
11.	Written undertaking that the tenderer will comply with payment of minimum wage approved by the Ministry of Labour.
12.	Proof of compliance with prevailing Labour laws including the statutory annual increments on minimum wage (Attach latest certified payroll for the last three (3) Months)
13.	Provide a certified copy of current workers injuries benefit insurance cover by the insurance company
14.	Written undertaking that should the tenderer be awarded the contract they shall process to have a Third-Party Public Liability policy.

15.	Written undertaking that should the tenderer be awarded the contract they shall process to have a Work Injury Benefits Act (WIBA) policy
16.	Must Provide evidence of being registered with NSSF. Submit NSSF compliance certificate & Evidence of Remittance of Employees latest contributions.
17.	Evidence of remittance of NHIF Employee latest contributions. Submit NHIF compliance certificate & Evidence of Remittance of Employees latest contributions.
18.	Must attach a valid Ministry of Health recognition letter for fumigation against Covid-19
19.	A valid NEMA permit/Licence to transport hazardous/biomedical waste for Menengai, Pakka, Korosi waste disposal respectively.
20.	Respective Nairobi, Nakuru and Baringo County License /permit for garbage collection and disposal
21.	Valid NEMA certification/License on garbage Collection, Transportation and Disposal for Nairobi, Nakuru & Baringo Counties respectively
22.	Duly filled, Signed & Stamped Confidential Business Questionnaire
23.	Valid/current Business Permit where the business operations of tenderer are domiciled

NB: Please note that the authenticity of the above documents provided **may be verified** with the relevant authority and any forgery or false presentation in any one of the above shall lead to automatic disqualification and render the tenderers bid non-responsive. Bidders to clearly arrange and label their tender documents when submitting their bids with a clear table of content. Any inconsistencies noted in any of the above requirements shall lead to automatic disqualification. Note that you may be required to produce original Certificates for ease of verification.

B. TECHNICAL EVALUATION

The above requirements carry a 100 maximum score with a cut off score of 80marks. Any tenderer who does not meet the **cut-off score of 80 marks** will not be eligible for financial evaluation.

Any inconsistencies noted in any of the above requirements shall lead to automatic disqualification;

No.	Description of Criteria.	Requirements	Max. Score
1	Proof and reference of experience in similar work – at least 3 works within the last 5 years	Provide at least three (3) client’s references in the company’s letter head of similar size to GDC that you have successfully performed similar contracts in the last three (3) years. 10 marks for each letter provided Provide evidence of at least two (2) contracts documents of similar size to GDC in the last three (3) years Each Contract is 5mks each	40mks
2	Proof of availability of adequate equipment & Transport for provision of the contracted service (equipment’s, transport,	List of Cleaning Equipment / Machines owned by the Company e.g. Hoover machines, Scrubbing Machine, Sucker, Vacuum Cleaner etc. (Attach ownership evidence and photos - not downloaded) 3 marks each up to a maximum of 6 machines.	30mks

	communication facilities)	<p>Proof of fleet capacity either owned or leased (3 Staff vehicles & 3 waste trucks)</p> <ul style="list-style-type: none"> • Ownership Option: Provide at least three (3) staff vehicles Logbooks & at least three (3) waste trucks Logbooks. 1 mark each for a maximum of 6 vehicles • Lease option: Provide proof of lease (Lease Agreement duly signed by both parties & log book copies) for at least three (3) staff vehicles & at least three (3) waste trucks. 1 mark each for a maximum of 6 vehicles 	
3	Personnel experience & qualification	<p>- Provide two Cv's of Management staff – 1mk each - Provide three Cv's of Supervisory staff - 1 mk each - Provide at least 10 Cv's of other staffs currently employed by your firm – 1 mk each</p>	15mks
4	Provide Company profile & Organization Structure	Attach Company profile (5marks) & Company Structure of the firm (Organogram) (5marks)	5mks
5	Provide evidence/proof of Professional Indemnity Cover	Attach Proof of the Cover	5mks
6	List the number of staff to be deployed in each specific area of service	List the number of staff to be deployed as per section 5.6.1 of GDC Bill of Requirements. (List of less staff than required will not earn a score)	5mks
Total			100mks

C) FINANCIAL EVALUATION STAGE

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

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
- i) “Month” means calendar month

3.2 Application

These General Conditions shall apply to the extent that they are not superceded by provisions of other part(s) of contract.

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 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 twenty eight (28) days of receipt of the notification of Contract award, the successful

tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 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.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the tenderer 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 Where the Procuring Entity rejects any component of the Services provided, it shall provide a timeline in writing within which the Tenderer shall collect and replace the rejected Services.
- 3.7.5 Should the Tenderer fail to collect the Services within the prescribed timelines or any extension thereof granted, the Procuring Entity shall be entitled to charge a storage fee at the prevailing commercial bank rates until all the rejected Services are collected by the Tenderer.
- 3.7.6 Where the Tenderer despite the extension granted in clause 3.7.5 above fails to collect the rejected Goods, the Procuring Entity shall be entitled to proceed and dispose the rejected Services in accordance with the procedures outlined in the Public Procurement and Asset Disposal Act, 2015. Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

3.9.1 Prices charged by the tenderer for Services provided under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

3.9.2 Where contract price variation is allowed, the cumulative value of the variation shall not exceed 25% of the original contract price. Where the variation to contract price results in an increment by more than 25%, such variation shall be re- tendered separately.

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

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.

An Assignment of the tenderer's obligation(s) shall not relieve the tenderer from any of its liabilities or obligation(s) under the Contract

3.10.1 Subcontracts

The tenderer shall not sub- contract in whole or in part, any of its obligations under this Contract, except with the written consent of the procuring entity. For sub- contracts already specified in the tender, the tenderer shall notify, in writing, the procuring entity of such sub- contracts before the commencement of contract implementation. Sub- contracting shall not relieve the tenderer from any of its liabilities or obligation(s) under the Contract.

3.11 Termination

13.11.1 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 Goods delivered by the Tenderer do not conform to the Standards specified in the Contract

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 un delivered, 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 Termination by Notice

Either party, at its sole discretion, may at any time by written notice terminate the Contract by giving not less than Thirty (30) days' notice in writing to the other party.

3.15 Termination by Mutual Consent

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

3.16 Interest on Delayed Payments

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

3.17 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.

Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

3.18 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.

3.19 Forces Majeure

13.19.1 "Force Majeure" means an exceptional event or circumstance:

- a) Which is beyond a party's control;
- b) Which having arisen such party could not have reasonably have avoided or overcome;
or
- c) Which is not substantially attributable to the other party.

3.19.2 The Tenderer shall not be liable for forfeiture of its performance security, liquidated damages, 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.

3.19.3 If a party is prevented from performing any of its obligations under this Contract by Force Majeure, then it shall give notice to the other party of the event or circumstances constituting the Force Majeure and shall specify the obligations the performance of which is or will be prevented. The notice shall be given within fourteen (14) days after the Party which became aware or should have become aware of the event or circumstance constituting Force Majeure.

3.20 Effect of Force Majeure:

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

- (a) be relieved from the consequences of its failure to perform that obligation on a day-to-day basis;
- (b) promptly notify the other parties of the occurrence as soon as reasonably possible by email, telex or cable of the nature of the Force Majeure and the extent to which the Force Majeure suspends the affected party's obligations under this Agreement; and

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

3.21 Force Majeure Termination:

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

3.22 Limitation of Liability

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

3.23 Incoterms

The terms applicable to this Tender are as provided in the special conditions of Contract - Not applicable

3.24 Taxes and Duties All duties/VAT shall be provided for in the price schedule

3.25 Joint and Several Liability

The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable for all the Supplier's liabilities arising from this Contract and shall designate one of such persons to act as a leader with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the procuring entity.

3.26 Variation /Amendments

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

3.27 Applicable Law.

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

3.28 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.

3.29 Liquidated Damages

If the contractor fails to perform its obligations within the period(s) specified in the Contract, the procuring entity shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price liquidated damages sum equivalent to 0.5% per week of the Contract Price of the delayed or undelivered service up to a maximum deduction of 10% of the Contract Price. The Procuring Entity may thereafter consider termination of the Contract.

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.

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.1 Definitions	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.
3.6 Performance Security	The Performance Security shall be in the amount of 1% of the Contract Price in the form of a bank guarantee.
3.7.2 Appraisal	On a monthly basis the employer’s representative(s) and the contractor shall on an agreed date and time conduct a comprehensive assessment/appraisal and record the findings in format as derived from the SCHEDULE OF REQUIREMENTS. Such records shall form part of performance evaluation during and at the end of the probation period, subsequent deliberations.
3.10.1 Sub-Contract	The contractor shall notify GDC in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the contractor from any liability or obligation under the Contract
Non-Performance penalty	In the event that the Contractor does not administer the contract in whole or in part, GDC shall procure, upon such terms and in such manner as it deems appropriate, and without reference to the contractor, services similar to those undelivered, and the contractor shall be liable to GDC for the actual costs incurred for such procured services. These costs shall be offset from the invoices provided by the contractor. Non-performance shall also include: a) Failure by the contractor to manage their affairs hence occasioning their staff to result to industrial action. b) Where the contractor fails to comply to the minimum wage as prescribed by the Ministry of Labour from time to time. c) Failure by the contractor to provide protective clothing to their staff as prescribed. d) Failure by the contractor to perform services of acceptable standards set by GDC.
3.8 Payment	GDC payment terms are within 30 days upon the receipt of certified invoices confirming that the invoiced materials and services has been delivered and performed in accordance with the contract.
3.9 Prices	Prices shall be fixed during the Supplier’s performance of the Contract. Variation if approved will be based on the prevailing consumer price index from the Kenya Bureau of Statistics or the monthly inflation rate issued by

	the Central Bank of Kenya.
3.13 Termination	<p>GDC may without prejudice to any other remedy accruing to it terminate this Agreement in writing in whole or in part if:-</p> <p>a) By Breach of Contract</p> <p>(i) The Contractor frequently fails to provide services of acceptable standards set by GDC in the performance of this Agreement and</p> <p>(ii) The Contractor fails to perform any other obligation under this Agreement.</p> <p>b) By Agreement</p> <p>Either party may terminate the Agreement by giving to the other party Three (3) months’ notice in writing or payment of Three (3) months the set fees and charges in lieu of such notice;</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>c) By Insolvency</p> <p>Either party may at any time terminate the contract by giving written notice to the other party in case of insolvency.</p> <p>d) By Bankruptcy</p> <p>Either party may at any time terminate the contract by giving written notice to the other party in case of bankruptcy</p>
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>For the Purchaser:</p> <p>The Managing Director & CEO, Geothermal Development Company Ltd (GDC) Kawi House, South C Nairobi Tel: 0719037000/0719036000 P.O Box 100746 – 00101 NAIROBI, KENYA</p>

SECTION V – DESCRIPTION OF SERVICES AND BILL OF REQUIREMENT

The cleaning, sanitation, waste collection services will be undertaken at the worksites/offices below:

- a) Nairobi – (Kawi House Office)
- b) Nakuru – (Polo Centre Office, Kabarak Site)
- c) Menengai – (Rig Camps, Rig Sites, Laydown Areas, Pump Station Area, Tank Area & Canteen)
- d) North Rift – (Kapkerwa Office)
- e) North Rift – (Pakka Camp Site, Korosi Camp Site, Korosi Rig Site, Kadingding)

Office equipment includes:

- Microwaves, Refrigerators, Binding Machines, Photocopying Machines, Scanners, Printers, Telephones, TVs, Water Dispensers, Telephone handsets etc.
- Office Furniture
- Filing Cabinets
- Window Blinds

A) NAIROBI (KAWI HOUSE)

The office covers seven (7) floors. Office partitions are a mix of both glass and wooden surfaces with aluminum biddings. Permanent walls with concrete finish are painted. Below is a description of the floor space:

Workplace	Workplace Description	Floor Finish Type	Estimate Floor Area in (Sqft)
Ground Floor	10 Closed Offices, 3 Open Offices, 5 Toilet Cubicles, Walkway/Corridor	Ceramic Tiles	4,890.0
Mezzanine	12 Closed Offices, 1 Open Office, 1 Kitchen, 5 Toilet Cubicles, Walkway/Corridor	Ceramic Tiles	4,890.0
1st Floor	6 Open Offices, 3 Closed Offices, 1 Board Room, 1 Bulk Filler Area, 1 Kitchen, 8 Toilet Cubicles, Walkway/Corridor	Ceramic Tiles	4,890.0
2nd Floor	9 Closed Offices, 6 Open Offices, 1 Server Room, 8 Toilet Cubicles, Walkway/Corridor	Ceramic Tiles	4,890.0
3rd Floor	8 Toilet cubicles, 1 Kitchen, 6 Closed Offices, 8 Open Offices, Walkway/Corridor	Ceramic Tiles	4,890.0
4th Floor	9 Toilet cubicles, 1 Kitchen, 1 Boardroom, 6 Closed Offices, 2 Reception Areas, Walkway/Corridor	All carpeted except washrooms & Kitchen	4,890.0
5th Floor	13 Closed Offices, 2 open offices, 1 Reception area, 1 Kitchen, 8 Toilet Cubicles, Walkway/Corridor	Ceramic Tiles	4,890.0
Kawi House surroundings	27 Parking slots of concrete, potted flowers and Storage space at the basement		

B) NAKURU (POLO CENTER)

The office has four (4) floors. Below is a description of the floor space:

Workplace	Workplace Description	Floor Finish Type	Estimate Floor Area in (Sqft)
3rd Floor	22 Closed Offices, 8 Cubicle washrooms	Carpeted floor, Ceramic Tiles	14,000.0
4th Floor	25 Offices, 8 cubicle washrooms	Ceramic Tiles	14,000.0
5th Floor	9 Offices, 8 cubicle washrooms	Ceramic Tiles	14,000.0
6th Floor	25 Offices, 8 cubicle washrooms	Ceramic Tiles	14,000.0

KABARAK

The site is composed of the following. Below is a description of the floor space:

Workplace	Workplace Description	Floor Finish Type	Estimate Floor Area in (Sqft)
Main office	3 offices, 1 container, 2 washrooms	Concrete, wooden	1500.0
Go-down compound	Grass lawn, flower beds and potted flowers		

C) MENENGAI CAMP AND RIG SITES

The site is composed of the following. Below is a description of the floor space:

Workplace	Workplace Description	Floor Finish Type	Floor Area in (Sqft)/No. of Containers
Lay down	3 Offices, 2 Toilet Cubicles	Concrete	3013.89
Lay down Compound	Grass lawn, vegetation/bushes, flower beds & potted flowers		
Pump Station	Pump House (131.21 sqft), Public Toilets, Infrastructure House – 2 Bedroomed, 1 Sitting room, 1 Kitchen & 1 internal Toilet (741.53 sqft), & Security House (56.09 sqft)	Concrete	928.83
Campsite Compound	Grass lawn, planted trees, flower beds & potted flowers		
Camp 1	19 containers (18 containers, 2 rooms each i.e. 36 cubicles and 1 container laboratory), 18 internal toilet, 2 public toilets	Wooden	19 Containers
Camp 2	18 containers (2 rooms each i.e. 36 cubicles), 18 internal toilet, 2 public toilets	Wooden	18 Containers
Camp 5	64 containers (2 rooms i.e. 128 cubicles), 64 internal toilet, 2 external toilets, 1 clinic and 1 library	Wooden	64 Containers
Camp 6	64 containers (2 rooms i.e. 128 cubicles), 64 internal toilet, 2 external toilets, 1 clinic and 1 library	Wooden	64 Containers
Camp 7	64 containers (2 rooms i.e. 128 cubicles), 64 internal toilet, 2 external toilets, 1 clinic and 1 library	Wooden	64 Containers

Rig 1	1 Container (3 offices, 1 dining mess), 2 external toilets + collection of any waste/litter around the rigs for transportation & proper disposal	Wooden	1 Container
Rig 2	1 Container (3 offices, 1 dining mess), 2 external toilets+ collection of any waste/litter around the rigs for transportation & proper disposal	Wooden	1 Container
Rig 5	1 Container (5 offices, 1 dining mess), 2 external toilets+ collection of any waste/litter around the rigs for transportation & proper disposal	Wooden	1 Container
Rig 6	1 Container (5 offices, 1 dining mess), 2 external toilets+ collection of any waste/litter around the rigs for transportation & proper disposal	Wooden	1 Container
Rig 7	1 Container (5 offices, 1 dining mess), 2 external toilets+ collection of any waste/litter around the rigs for transportation & proper disposal	Wooden	1 Container
Campsite Compound	Grass lawn, flower beds & potted flowers		
Menengai Tank Area stores & Canteen area	Stores & Canteen	Concrete/ Ceramic Tiles	

MENENGAI GARBAGE COLLECTION & DISPOSAL

1) Waste handled from the Menengai project

A. Solid waste which is categorized as follows:

<u>Hazardous solid waste</u>	<u>Non-hazardous waste</u>
<ol style="list-style-type: none"> 1. Oil filters 2. Oil rags 	<ol style="list-style-type: none"> 1. Plastics 2. Papers 3. Cement bags 4. Bentonite sacks 5. Food waste 6. Wood 7. Rubber 8. Desiccants

B. Bio medical waste which may be in the form of:

1. Syringes
2. Used gloves
3. Cotton wool
4. Soiled dressing

2) Frequency of collection waste should be collected 2 times(days) a week

3) Areas waste is to be collected

Waste should be collected at the Tree Nursery/ Pump house area, Central Workshop, Supply Chain Stores, GOK Garage, Infrastructure yard, Drilling Silos, Rigs (1,2,5,6,7), Camp 1,2,5,6,7, Generator areas (1-6), Garbage Collection Point-Campsite, Well site areas, Tank area, Direct use sites, along all the access roads in the Menengai project, Power plant sites (IPP's), H-Young laydown, weather stations.

4) The required acceptable method as per NEMA standards Environmental Management & Coordination (Waste Management) Regulations, 2006

- Collection, segregation and disposing of waste in the manner provided under the regulations
- The bidders must be licensed to transport and dispose waste in a designated waste disposal facility
- At any one-time, hazardous waste **MUST** be separated from non-hazardous waste
- The waste transportation vehicle **MUST** be approved by the Authority (NEMA)
- The vehicle for transporting waste should be in a state that will **NOT** cause scattering of, escaping of, and/ or flowing out of the waste or emitting of noxious smells from the waste
- The person licensed to transport waste must at all times possess a duly filled tracking document as set out in Form III of the First Schedule to the Regulations and shall produce the same on demand to a law enforcement officer
- The person licensed to collect waste **MUST** dispose such waste to a designated storage site, disposal site or plant which is licensed by NEMA. To transport waste, a license from NEMA is required
- Validity of license and renewals for purpose of ensuring public health and sound environmental management
- Treatment of hazardous and biomedical waste using prescribed incinerators
- A valid permit to transport hazardous and biomedical waste is also required

D) NORTH RIFT (KAPKERWA OFFICE, PAKKA CAMP, KOROSI CAMP, KOROSI RIGSITE & KADINGDING)

The office/site is composed of the following. Below is a description of the floor space:

Workplace	Workplace Description	Floor Finish Type	Floor Area in (Sqft)/No. of Containers
Kapkerwa Office	4 Offices, 3 Toilets, 2 pit latrines, grass compound,	Concrete, Wooden	
Pakka Camp	15 containers (2 rooms each i.e.50 cubicles), 5 public toilets	Wooden	15 Containers
Korosi Camp	40containers (2rooms each i.e. 50 cubicles), 5 public toilets	Wooden	40 Containers
Korosi Rig	4 containers	Wooden	4 containers
Pump station 1	2-bedroom self-contained house, 1-bedroom self-contained house, compound with a grass lawn	Ceramic tiles, grass compound	
Pump station 2	2-bedroom self-contained house, 1-bedroom self-contained house, compound with a grass lawn	Ceramic tiles, grass compound	
Kadingding (fuel pump)	Compound with a grass lawn	Grass compound	

PAKA CAMP, KOROSI CAMP & KOROSI RIGSITE GARBAGE COLLECTION & DISPOSAL

1) Waste handled from the Pakka Camp, Korosi Camp, Korosi Rig site

A. Solid waste which is categorized as follows:

<u>Hazardous solid waste</u>	<u>Non-hazardous waste</u>
<ol style="list-style-type: none"> 1. Oil filters 2. Oil rags 	<ol style="list-style-type: none"> 1. Plastics 2. Papers 3. Cement bags 4. Bentonite sacks 5. Food waste 6. Wood 7. Rubber 8. Desiccants

2) Frequency of collection should be 2 times(days) a week

3) Areas waste is to be collected

Waste is to be collected at the kitchen, camp sites, rig sites and compound

4) The required acceptable method as per NEMA standards Environmental Management & Coordination (Waste Management) Regulations, 2006.

- Collection, segregation and disposing of waste in the manner provided under the regulations
- The bidders must be licensed to transport and dispose waste in a designated waste disposal facility

- At any one-time, hazardous waste **MUST** be separated from non-hazardous waste
- The waste transportation vehicle **MUST** be approved by the Authority (NEMA)
- The vehicle for transporting waste should be in a state that will **NOT** cause scattering of, escaping of, and/ or flowing out of the waste or emitting of noxious smells from the waste
- The person licensed to transport waste must at all times possess a duly filled tracking document as set out in Form III of the First Schedule to the regulations and shall produce the same on demand to a law enforcement officer
- The person licensed to collect waste **MUST** dispose such waste to a designated storage site, disposal site or plant which is licensed by NEMA. To transport waste, a license from NEMA is required
- Validity of license and renewals for purpose of ensuring public health and sound environmental management
- Treatment of hazardous and biomedical waste using prescribed incinerators
- A valid permit to transport hazardous and biomedical waste is also required.

TRANSPORT

- The cleaning services firm shall provide transport for its staff to and from Menengai and also ensure their staff are dropped at appropriate cleaning sites at Menengai
- The cleaning services firm shall provide transport where necessary in ferrying their staff to Pakka and Korosi as and when required
- The cleaning services firm shall provide transport for its staff to and from Kabarak

GENERAL WORK DESCRIPTION

The surfaces to be cleaned include;

- a) Ceramic tiled floors
- b) Carpeted floors
- c) Wooden floors
- d) Concrete floors
- e) Workstations/desks
- f) Glass surfaces
- g) Windows
- h) Mirrors
- i) Ceilings
- j) Toilet seats and tiles
- k) Walls and High glass walls
- l) Furniture and office equipment
- m) Pavements
- n) Walkways

o) Parking lots

The cleaning, sanitation, waste collection and disposal services will require the contracted firm to undertake the following tasks;

- Remove rubbish, dirt, stains, cobwebs or spills or foreign objects and generally ensure that all areas are free from any blemish
- Ensure that all areas are free from any foul or unpleasant odors
- Ensure that all polished or smooth surfaces retain their shining gloss
- Provide all toilet accessories including high quality white tissue paper, hand wash soap, disinfectants, air freshener and automatic foot peddled sanitary bins
- Collect and dispose all solid waste/rubbish, dirt, waste materials or refuse from the building & rig areas, segregate and place in well labeled and designated bins/skip
- Fumigate the buildings once every three months (quarterly) and whenever the need arises
- Check the working conditions of drainpipes, main sanitary apparatus, water pipes and drains and make any reports to the GDC administration, regarding any faults for rectification
- Thoroughly scrub and polish floors once a week and whenever the need arises
- Wipe, dust and/or clean with wet cloth all the desks tops, workstations, computer surfaces, shelves etc.
- Hoover all carpeted areas regularly
- Thoroughly clean all carpeted areas once a month and whenever the need arises
- Daily clean desks, cabinets, tables, and chairs with soap and water where necessary
- Keep all walls clean at all times
- Cleaning and disinfecting all washrooms
- Arrange in a professional manner reception and lobby areas to meet international standards
- Clean telephones include disinfecting handsets on a daily basis
- Clean other office equipment such as microwaves, refrigerators, binding machines, photocopying machines
- Dust and clean furniture including washing fabric on a monthly basis
- Dust filing cabinets and files
- Cleaning and waxing of wooden walls and floor
- Cleaning and Washing of parking areas and bays
- Cleaning and Shampooing of carpeted surfaces
- Clean window blinds (annual) once a year to ensure no discoloration occurs
- Cleaning of Sand-screed floor
- Cleaning of tiled floors

- Collect waste/garbage, transport and dispose at County Government approved/designated dumpsites in the respective areas
- Dusting and cleaning of common area, waiting rooms and corridors
- Provision of sanitary bins & liners and replacement of both on a weekly basis
- The compound areas should be kept clean by sweeping, washing, mopping etc.
- The lawns must be mowed, long grasses slashed and invasive plant species uprooted
- Fences and hedges should be trimmed
- Flower – beds and planted trees should be weeded and watered and manure applied where necessary
- Watering, trimming and maintenance of all flower pots
- Manicuring and grooming of Kei Apple (kayaba) fence
- Tending to flowers & plants around the parking area and maintaining compound
- Maintenance of grounds and compound, slashing, tending to the flowers as per the service description
- Tending and watering of potted plants
- Parking slots must be swept every day in the morning before cars occupy the parking bays
- The parking areas should be thoroughly cleaned with water whenever possible at least once every week preferably during weekend

DISINFECTION SERVICES AGAINST COVID-19/OTHER PATHOGENS

The service provider will be required to carry out disinfection against Covid-19/other pathogens at all the GDC offices and project sites as and when need arises.

BILL OF CONSUMABLE MATERIALS AND ACCESSORIES

Estimate materials per month	Nairobi Kawi House	Nakuru; Polo Centre, Kabarak	Menengai	North Rift: Kapkerwa	North Rift: Pakka, Korosi
Hand towels	32 bales	40 bales	32 bales	6 bales	16 bales
Wooden floor polish	N/A	N/A	30ltrs	20ltrs	30ltrs
Toilet paper	1000pcs	30 bales (jumbo size)	1000pcs	100pcs	650pcs
Toilet balls	12 cartons	12 cartons	12 cartons	2 cartons	4 cartons
Disinfectant (Dettol or equivalent)	40ltrs	40ltrs	30ltrs	20ltrs	30ltrs
Quality moisturized liquid hand soap	40ltrs	50ltrs	40ltrs	15ltrs	30ltrs
Multipurpose soap	80ltrs	80ltrs	80ltrs	20ltrs	40ltrs
Mops	24pcs	24pcs	28pcs	12pcs	12pcs
Brooms	20pcs	20pcs	20pcs	8pcs	20pcs
Toilet brushes	32pcs	48pcs	2 per toilet	24pcs	2 per toilet
Surface cloths (table clothes)	20pcs	20pcs	30pcs	10pcs	30pcs
Carpet shampoo	20ltrs	20ltrs	N/A	N/A	N/A
Pledge or equivalent	24pcs	40pcs	24pcs	10pcs	20pcs
Hand brushes	12pcs	12pcs	20pcs	8pcs	15pcs
Supa brite	24pcs	48pcs	48pcs	10pcs	24pcs
Gloves	12 pairs	21 pairs	24 pairs	5 pairs	20 pairs
Window squeezers	10pcs	10pcs	10pcs	4pcs	8pcs
Vim powder	20pcs	30pcs	20pcs	5pcs	40pcs
Air fresheners	22pcs	16pcs	24pcs	6pcs	24pcs
ONE OFF MATERIALS					
Grass Cutter	N/A	1pc	1pc	1pc	1pc
Lawn Mower	N/A	1pc	1pc	1pc	1pc
Buckets	12pcs	15pcs	15pcs	5pcs	15pcs

Shears	N/A	2pcs	3pcs	3pcs	3pcs
Slashers	N/A	6pcs	3pcs	6pcs	6pcs
Jembe	N/A	2pcs	2pcs	2pcs	2pcs
Rake	N/A	3pcs	3pcs	3pcs	3pcs
Panga	N/A	3pcs	3pcs	3pcs	3pcs
Cleaning signage	6pcs	12pcs	12pcs	3pcs	2pcs
Force pump	5pcs	5pcs	5pcs	2pcs	5pcs
Dust pans	15pcs	15pcs	15pcs	5pcs	10pcs
Dustbins for washrooms (covered small silver pedal bins)	30pcs	32pcs	44pcs	5pcs	40pcs
Hovering machine	1pc	1pc	N/A	N/A	N/A
Shampooing machine	1pc	1pc	N/A	N/A	N/A

NB: The above bill of materials is a guide and the service providers are required to work out the correct estimates to cater for the services sought for the contract period, on the basis of monthly and annual requirements and this should be factored in the respective price schedules. Supplies of these materials should be sufficient to ensure consumables and accessories are always available for use

Number of Staff in GDC Offices and Operational Sites

Regions	Nairobi	Nakuru – Polo Centre, Kabarak	Menengai	North Rift – Kapkerwa	North Rift – Pakka, Korosi
Approx. No. Staff	250	350	200	50	120

Staffing Deployment

Number of Employees to be deployed by the service provider in each area/office/operational site;

OFFICE/OPERATIONAL SITE	NO OF STAFF	NO OF SUPERVISOR
Kawi House	11	1
Nakuru - Polo Centre	18	1
Nakuru - Kabarak	4	1
Menengai	30	1
Kapkerwa	4	1
Pakka	11	1
Korosi	11	1

SECTION VI: PRICE SCHEDULE (INCLUSIVE OF VAT)

SCHEDULE ONE (1) - PROVIDE CLEANING, SANITATION, WASTE COLLECTION AND DISPOSAL SERVICES AS SPECIFIED. TENDERERS SHOULD TAKE INTO ACCOUNT THE SCOPE OF WORKS AS OUTLINED IN SECTION V (DESCRIPTION/SCOPE OF CLEANING SERVICES)

a) Schedule of Contract Price per Area (Mandatory)

No.	Area	Cost Per Month VAT Inclusive (Kshs).
1.	Nairobi Kawi Office	
2.	Nakuru Polo Centre Office	
3.	Menengai – (Rig Camps, Rig Sites, Laydown Areas, Pump Station Area, Tank Area & Canteen)	
4.	North Rift – (Kapkerwa Office)	
5.	North Rift – (Pakka Camp Site, Korosi Camp Site, Korosi Rig Site, Kadingding)	
Grand Total Cost Per Month VAT Inclusive		
Total Annual Cost VAT Inclusive		
Total Cost for a Period of Two (2) Years VAT Inclusive (To be indicated/transferred in the form of Tender)		

b) Detailed Breakdown of the Monthly Lump-Sum Price Per Month for each Area (Mandatory)

KAWI HOUSE					
No	Item Description	UoM	Qty	Unit Cost VAT Inclusive	Total Cost Per Month VAT Inclusive
1	Supervisor	no	1		
2	Staff (Cleaner)	no	11		
3	Consumables				
4	Waste Management				
5	Overhead Costs				
Total Cost Per Month VAT Inclusive					
NAKURU - POLO CENTER OFFICE					
No	Item Description	UoM	Qty	Unit Cost VAT Inclusive	Total Cost Per Month VAT Inclusive
1	Supervisor	no	1		

2	Staff (Cleaner)	no	18		
3	Consumables				
4	Waste Management				
5	Overhead Costs				
Total Cost Per Month VAT Inclusive					
NAKURU - KABARAK					
No	Item Description	UoM	Qty	Unit Cost VAT Inclusive	Total Cost Per Month VAT Inclusive
1	Supervisor	no	1		
2	Staff (Cleaner)	no	4		
3	Consumables				
4	Waste Management				
5	Overhead Costs				
Total Cost Per Month VAT Inclusive					
NAKURU - MENENGAI					
No	Item Description	UoM	Qty	Unit Cost VAT Inclusive	Total Cost Per Month VAT Inclusive
1	Supervisor	no	1		
2	Staff (Cleaner)	no	30		
3	Consumables				
4	Waste Management				
5	Overhead Costs				
Total Cost Per Month VAT Inclusive					
KAPKERWA					
No	Item Description	UoM	Qty	Unit Cost VAT Inclusive	Total Cost Per Month VAT Inclusive

1	Supervisor	no	1		
2	Staff (Cleaner)	no	4		
3	Consumables				
4	Waste Management				
5	Overhead Costs				
Total Cost Per Month VAT Inclusive					
PAKKA					
No	Item Description	UoM	Qty	Unit Cost VAT Inclusive	Total Cost Per Month VAT Inclusive
1	Supervisor	no	1		
2	Staff (Cleaner)	no	11		
3	Consumables				
4	Waste Management				
5	Overhead Costs				
Total Cost Per Month VAT Inclusive					
KOROSI					
No	Item Description	UoM	Qty	Unit Cost VAT Inclusive	Total Cost Per Month VAT Inclusive
1	Supervisor	no	1		
2	Staff (Cleaner)	no	11		
3	Consumables				
4	Waste Management				
5	Overhead Costs				
Total Cost Per Month VAT Inclusive					

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: _____

**SCHEDULE TWO (2) - PROVISION OF DISINFECTION SERVICES AGAINST COVID-19
/OTHER PATHOGENS FOR ALL GDC OFFICES AND PROJECT SITES**

No.	Area Description	Disinfection Unit Rates as Quoted (Ksh) Incl of VAT
1.	Nairobi Kawi Office	
2.	Nakuru Polo Centre Office	
3.	Menengai – (Rig Camps, Rig Sites, Laydown Areas, Pump Station Area, Tank Area & Canteen)	
4.	North Rift – (Kapkerwa Office)	
5.	North Rift – (Pakka Camp Site, Korosi Camp Site, Korosi Rig Site, Kadingding)	
Grand Total Cost Per Month VAT Inclusive		
Total Annual Cost VAT Inclusive		
Cumulative contract cost for two (2) years		

NB: Bidders MUST quote for the above schedule on rates basis as these services will be provided on as and when need arises. The rates quoted should be inclusive of Vat & transport charges. This schedule will form part of the contract.

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 the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Securing Bid Declaration Form – Tenderers should dully filled, sign and stamped tender securing bid declaration in the form included herein.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form -The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the GDC.
6. Declaration of Undertaking Form – Tenderers should dully fill, sign and stamp the declaration of undertaking in the form included herein.

8.1 FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of GDC]

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda Nos.
[insert numbers].the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide Cleaning & Sanitation 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.

We undertake, if our Tender is accepted, to supply and deliver the mineral drinking water in accordance with the delivery schedule specified in the Schedule of Requirements.

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
..... [name of Procurement entity] of [country of Procurement entity] (hereinafter
called “the GDC) of the one part and [name of tenderer] of [city
and country of tenderer] (hereinafter called “the tenderer”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

(Amend accordingly if provided by Insurance Company)

8.3 PERFORMANCE SECURITY FORM

To
[name of GDC]

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

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.4 TENDER SECURING BID DECLARATION FORM

[The Bidder shall complete in this Form in accordance with the instructions indicated]
Date: of Bid Submission] Tender No. of bidding process]
To: [insert complete name of Purchaser]
We, the undersigned, declare that:

- 1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
- 2. We accept that we will automatically be suspended from being eligible for bidding in Any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we –
 - a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
 - (i) Fail or refuse to execute the Contract, if required, or
 - (ii) Fail or refuse to furnish the Performance Security, in accordance with the

ITT

- 3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
 - (i) Our receipt of a copy of your notification of the name of the successful Bidder;
 - Or
 - ii) Twenty-eight days after the expiration of our Tender
- 4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the **Joint Venture** that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent

Signed..... [insert signature of person whose name and capacity are shown] in the Capacity of..... [insert legal capacity of person signing the Bid Securing Declaration]
Name:..... [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated

8.5 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

<i>Part 1 – General:</i>		
Business Name		
Location of business premises.		
Plot No..... Street/Road		
Postal Address Tel No. Fax E mail		
Nature of Business		
Registration Certificate No.		
Maximum value of business which you can handle at any one time – Kshs.		
Name of your bankers Branch		

	Part 2 (a) – Sole Proprietor		
	Your name in full Age		
	Nationality Country of origin		
	<ul style="list-style-type: none"> • Citizenship details • 		
	Part 2 (b) Partnership		
	Given details of partners as follows:		
	Name	Nationality	Citizenship Details
	Shares		

	1. 2. 3. 4.
--	--

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

Date	Signature of Candidate & Stamped
.....	

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

8.6 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

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

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 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))