



**GEOHERMAL DEVELOPMENT COMPANY LTD (GDC)  
P.O. Box 100746 – 00101  
NAIROBI, KENYA  
Tel: 0719037000/0719036000**

**TENDER FOR PROVISION OF EXTERNAL AUDIT  
SERVICES FOR A PERIOD OF THREE (3) YEARS.**

**TENDER NO: GDC/FIN/OT/059/2020:2021**

**TENDER CLOSING DATE AND TIME: 31<sup>st</sup> MAY, 2021  
AT 2.00PM**

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## SECTION I: INVITATION TO TENDER

Date: 17<sup>th</sup> May, 2021

### **TENDER FOR PROVISION OF EXTERNAL AUDIT SERVICES FOR A PERIOD OF THREE (3) YEARS - TENDER NO: GDC/FIN/OT/059/2020:2021.**

Geothermal Development Company Limited (GDC) invites sealed tenders from eligible candidates for **Provision of External Audit Services whose specifications are detailed in this Tender Document.**

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

An electronic copy of the tender document may be obtained by interested firms upon payment of a non-refundable fee of **Kshs. 1000** payable to our accounts office in cash or bankers cheque. The document can also be viewed and downloaded from the website [www.gdc.co.ke](http://www.gdc.co.ke) or <http://tenders.go.ke> free **of charge or at no cost**. Bidders who download the tender document from the website **MUST** forward their particulars immediately for records and any further tender clarifications and addenda.

Bidders who download the tender document from the website **MUST** forward their particulars immediately for records and any further tender clarifications and addenda to address provided at appendix to instruction to tenderers.

Tenders must be accompanied by an original **bid security of Kshs. 100,000.00** in the form specified in the tender document.

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

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

and deposited in the tender box at KAWI House South C, off Mombasa Road, Red Cross Road Ground Floor, **Not later than Monday 31<sup>st</sup> May, 2021 at 2.00pm (1400Hrs).**

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

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

Late Tenders will not be accepted

**MANAGER SUPPLY CHAIN**

## SECTION II – INSTRUCTIONS TO TENDERERS

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## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The GDC's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the GDC 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 GDC, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000 (Kenya Shillings One Thousand) or free of charge for bidders that download the tender from GDC Website or IFMIS Portal.
- 2.2.3 The GDC shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

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

- xi) Performance security form
- xii) Manufacturers authorization form
- xiii) Declaration form

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

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify the GDC in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The GDC 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 GDC. 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 GDC shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5 Amendment of documents**

2.5.1. At any time prior to the deadline for submission of tenders, the GDC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by 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 GDC, 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 GDC, 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 GDC within 30 days of receiving the request.

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to 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 GDC's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

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

**2.12.2** The tender security shall be in the amount not **exceeding Ksh 100,000.00**

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

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

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

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

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

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

2.12.7 The tender security may be forfeited:

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

## **2.13 Validity of Tenders**

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

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



## 2.14 Format and Signing of Tender

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

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

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

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

## 2.15 Sealing and Marking of Tenders

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

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

(b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE **Monday 31<sup>st</sup> May, 2021 at 2.00pm (1400Hrs).**”

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 GDC 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 GDC at the address specified under paragraph 2.15.2 no later than **Monday 31<sup>st</sup> May, 2021 at 2.00pm (1400Hrs).**

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

## **2.18 Opening of Tenders**

- 2.18.1 The GDC will open all tenders in the presence of tenderers' representatives who choose to attend, on **Monday 31<sup>st</sup> May, 2021 at 2.00pm (1400Hrs),** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the GDC, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The GDC 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 GDC may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the GDC in the GDC'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 GDC 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 GDC 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 GDC will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The GDC'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 GDC 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 GDC 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 GDC 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 GDC'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 GDC 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 GDC'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 GDC 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 GDC**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the GDC 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 GDC 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 GDC will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

## **2.26 Signing of Contract**

2.26.1 At the same time as the GDC notifies the successful tenderer that its tender has been accepted, the GDC 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 GDC.

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 GDC, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the GDC.

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

## **2.28 Corrupt or Fraudulent Practices**

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

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

## Appendix to instructions to tenderers

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	The tender is open to all eligible firms <b>for Provision of External Audit Services.</b>
2.21	<p>A complete set of the tender document may be obtained by interested firms upon payment of a non-refundable fee of Kshs.1000 each payable to our accounts office in cash or by banker's cheque.</p> <p>The document can also be viewed and downloaded from the website <a href="http://www.GDC.co.ke">www.GDC.co.ke</a> or <a href="http://supplier.treasury.go.ke">http://supplier.treasury.go.ke</a> free of charge or at no cost. Bidders who download the tender document from the website MUST forward their particulars immediately for records and any further tender clarifications and addenda.</p>
2.4.1	<p>A prospective tenderer requiring any clarification of the tender document may notify GDC in writing (e-mail in PDF format or by facsimile) through the following address:</p> <p>One copy to: -</p> <p>Manager, Supply Chain, Geothermal Development Company Limited, KAWI House, P.O. Box 100746 – 00101, Nairobi. E-mail: <a href="mailto:procurement@gdc.co.ke">procurement@gdc.co.ke</a> <a href="mailto:dkyaka@gdc.co.ke">dkyaka@gdc.co.ke</a>, <a href="mailto:pkapto@gdc.co.ke">pkapto@gdc.co.ke</a></p> <p>One copy to: -</p> <p>General Manager, Finance Geothermal Development Company Limited P.O. Box 100746 – 00101 Nairobi E-mail: <a href="mailto:sbusieney@gdc.co.ke">sbusieney@gdc.co.ke</a> Copy to: <a href="mailto:jwakhungu@gdc.co.ke">jwakhungu@gdc.co.ke</a></p> <p>GDC will respond in writing (e-mail in PDF format) to any request received at least seven (7) days prior to the deadline for the submission of tenders. NB: Any request for clarification must be in the firm's letterhead and signed, and must be in reference to the specific parts of the tender document properly numbered.</p>
2.10	The tender Prices shall be quoted in Kenya shillings
2.12	The tenderer shall furnish a tender security in the amount of <b>Ksh. 100,000</b> in the form of insurance/bank guarantee valid for a period of 150 days from the date of tender opening.
2.13.1	The tender validity period is <b>120 days</b> from the date of tender opening. A tender valid for a shorter period shall be considered as non-responsive and <b><u>shall be rejected.</u></b>

2.14.1	<p>Bidders Must submit one (1) original and one (1) copy of the bid document</p> <p>All pages (Original and Copy) of the tender documents <b><u>MUST be serialized &amp; initialized</u></b> by the tenderer including the attachments to the bid document &amp; well bound.</p>
2.16.1	<p>The tender closing/opening date is on <b>31<sup>st</sup> May, 2021 at 2.00pm (1400Hrs).</b></p>
2.20	<p>The <b><u>Mandatory requirements</u></b> that will determine a bidder’s responsiveness &amp; is provided in the table below.</p> <p><b>NB: Bidders who will not meet the preliminary/mandatory requirement will be declared non-responsive and will not proceed for technical evaluation stage.</b></p>
2.20	<p>In the <b><u>Technical evaluation stage</u></b>, Criteria for evaluation is as specified in table below;</p> <p>Pass Mark: 75 marks – Bidders that score 75 marks and above shall have their financial bids evaluated.</p> <p>Bids not meeting the cut off score off 75 marks will be declared non-responsive and will not be evaluated further.</p> <p>Bids responsive at the technical evaluation stage will be evaluated at the <b>financial stage</b>.</p> <p><b>In the financial evaluation stage</b> – in this stage; the following will be assessed.</p> <ul style="list-style-type: none"> <li>a) The bids will be checked for costing of all items.</li> <li>b) 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.</li> </ul> <p>The lowest evaluated tenderer will be recommended for award.</p>
2.24.4	<p>Award Criteria</p> <p>The final Selection and formal appointment of the successful Firm will be done by the Auditor General in accordance with Section 23 of the Public Audit Act 2015.</p>
2.26	<p>The unsuccessful tenderers will be notified on the outcome of the tender at the same time the successful tenderer is notified</p>
2.27	<p>The performance security shall be <b>10% of the contract price in the form of a bank guarantee from a local bank.</b></p>

## **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:**

Only firms who will attain an overall score of **75 marks** in the technical evaluation will have their financial proposals evaluated.

**C) Financial Evaluation Stage** - The bid that meets the requirements of the tender and is determined to be the lowest evaluated per complete Schedule will be recommended for award.

### **A: MANDATORY REQUIREMENTS**

<b>No.</b>	<b>Requirement</b>
1.	An Original tender security in the amount of <b>Kshs. 100,000.00</b> in the form of a bank guarantee valid for 150 days from the date of tender opening.
2.	Dully filled, Signed & Stamped Tender Form
3.	Certified copy of Certificate of Incorporation/ Registration by <b>an advocate in Kenya.</b>
4.	Certified copy of Tax compliance certificate <b>by an advocate</b> valid at the time of opening. The validity of the Tax certificate shall be confirmed from KRA Tax Checker
5.	Copy of Certificate of Confirmation of Directors and Shareholding (CR12) <b>Certified by an advocate.</b>
6.	Provide a Power of Attorney witnessed <b>by an advocate.</b>
7.	Duly filled and signed Confidential Business Questionnaire
8.	Duly filled, Signed and Stamped the Declaration of Undertaking in the format provided



## B) TECHNICAL EVALUATION:

### 1. Firm's experience working with the Auditor General on statutory audit assignment (Firms to Provide appointment letter from the Office of the Auditor General).

Duration	Total Score	Max. Score
1-5 years	2 marks	5 marks
6-10 years	3 marks	
Above 10years	5 marks	

### 2. Experience of the firm's personnel

Firm's partners			
		Total Score	Max. Score
Academic and Professional qualification for at least two partners ( <i>Tenderers/ firms to provide certified copies of academic/. Certification to be done by commissioner of oaths</i> )	CPA (K) or equivalent, and Bachelor's degree in a business related field	1.5 marks for each partner	3marks
Experience with the firm for the partners in (a) above ( <i>Tenderers/ firms to provide certified CVs. Certification to be done by commissioner of oaths</i> )	1-4 years 5-9 years Above 10 years	2 marks 4 marks 6marks	6marks
Experience in auditing state corporation in Kenya by each of the two partners ( <i>Tenderers/ firms to provide certified CVs. Certification to be done by commissioner of oaths</i> )	1- 2 firms 3-4 firms More than 4 firms	1mark 2 marks 4marks	4marks
Experience in the extractive industry for each of the partners( <i>Tenderers/ firms to provide certified CVs. Certification to be done by commissioner of oaths</i> )	1-5 years More than 5years	6 marks 10 marks	10 marks

### 3. Key staff

		Total Score	Max. Score
Number of key staff to be deployed atleast three from the following fields; Finance &Accounting expert /ICT expert and project management expert	1 mark for each expert	3 marks	3marks

Experience of the key staff in (e) above with the firm ( <i>Tenderers/ firms to provide certified CVs. Certification to be done by commissioner of oaths</i> )	1-5Years 6- 9 years Above 10 years	3 marks 6 marks 9 marks	9 marks
Experience of the key staff in the Extractive industry ( <i>Tenderers/ firms to provide certified CVs. Certification to be done by commissioner of oaths</i> )	1-4 years Above 5years	6 marks 9 marks	9 marks

#### 4. Firm's Experience

		<b>Total Score</b>	<b>Max. Score</b>
Experience of the firm in auditing donor funded projects in state corporation ( <i>Tenderers/ firms to provide certified copies of audit report for the donor funded project</i> )	One (1) report Two (2) reports More than 3 reports	2 marks 4 marks 6 marks	6 marks
Provide atleast one copy of a signed off audited financial statement for a firm(s) with an asset base of Kshs 50billion conducted in the last 5 years. ( <i>The set of financial statement should comply to International Financial Reporting Standards (IFRS)</i> )	A complete set of financial statements	15 marks	15 marks
Experience of the firm in the Extractive industry in the last 5 years ( <i>Tenderers/ firms to provide audited financial statements</i> )	1-2 years 3 -4 years More than 5years	4 marks 6 marks 10 marks	10marks
Experience in auditing SAP ERP Systems and the tools used ( <i>Tenderers /firms to provide atleast one recommendation letter from the audited firms</i> )	At least one (1) recommendation letter duly signed and stamped by the audited firm.	10marks	10 marks

#### 5. Methodology

		<b>Total Score</b>	<b>Max. Score</b>
Quality, adequacy and completeness of the methodology and work plan for the assignment	The Tenderers/firms shall provide their proposed Implementation work plan	10marks	10marks

	and methodology to reflect the following; Detailed methodology and execution of the assignment <b>(3marks)</b> Timelines/work plan for delivery of the assignment <b>(2 marks)</b> Technical escalation matrix and response time <b>(5 marks)</b>		
<b>TOTAL</b>			<b>100 marks</b>

**Pass Mark: 75marks**

Bidders shall be expected to score **at least 75%** of the allocated points to qualify in the technical evaluation. Tenderers who fail to achieve a minimum score will be disqualified from further evaluation.

## **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 GDC 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 GDC under the Contract.
- d) “The GDC” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

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

### **3.3 Standards**

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

### **3.5 Patent Right’s**

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

### **3.6 Performance Security**

Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the GDC 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 GDC 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 GDC and shall be in the form of:
- a) A bank guarantee.
  - b) Such insurance guarantee approved by the Authority.
- 3.6.4 The performance security will be discharged by the GDC and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### 3.8 **Payment**

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

### 3.9 **Prices**

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

### 3.10 **Assignment**

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

### 3.10 **Termination for Default**

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

### **3.12 Termination of insolvency**

The GDC 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 GDC.

### **3.13 Termination for convenience**

- 3.13.1 The GDC 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 GDC 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 GDC may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

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

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

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

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

### **3.18 Notices**

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

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

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

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

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



	<p>and Services similar to those undelivered, and the Service Provider shall be liable to the GDC for any excess costs incurred.</p> <p><b>Termination for Convenience</b>  The GDC by written notice sent to the Tenderer may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the GDC’s convenience, the extent to which performance of the Tenderer of the contract is terminated and the date on which such termination becomes effective.</p> <p>For the remaining part of the contract after termination the GDC may elect to cancel the supply and pay to the Tenderer the amount for partially delivered goods.</p> <p><b>Termination by Mutual Consent</b>  By mutual written agreement, the Purchaser and the Tenderer may agree to terminate the contract. The agreement shall provide that the termination is by mutual agreement, the extent to which the contract is terminated and the effects of such termination on each party’s obligations.</p> <p><b>Termination by Insolvency</b>  If the Tenderer becomes insolvent or bankrupt; the Purchaser may at any time terminate this Agreement by giving written notice to the Tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service provider, provided that such termination will not produce or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.</p>
<p><b>3.8</b>  <i>Payment Terms &amp; Conditions</i></p>	<ul style="list-style-type: none"> <li>i. The Purchaser shall upon execution of this Agreement sign a contract and issue a Local Purchase Order (LPO) to the Supplier for the provision of the services.</li> <li>ii. The <b>credit period</b> shall be within sixty (60) days upon receipt of certified invoices and delivery notes confirming that the invoiced services have been rendered and is in line with GDC set milestone.</li> <li>iii. Payment shall made through Geothermal Development Company cheque or telegraphic transfer</li> <li>iv. No advance payment</li> <li>v. No interest on delayed payments.</li> </ul>
<p><b>3.13 Prices</b></p>	<p>Prices shall be fixed during the Supplier’s performance of the Contract.</p>

<p><b>3.14 Resolution of Disputes</b></p>	<p>Any dispute which the parties cannot amicably resolve a dispute arising under this Contract within thirty (30) days of negotiation shall be referred to arbitration under the Nairobi Center for International Arbitration Rules and it is hereby agreed that;</p> <ul style="list-style-type: none"> <li>a) The arbitration shall be undertaken by a single arbitrator to be agreed upon between the parties or, failing such agreement within seven (7) business days of the dispute being referred to arbitration, an arbitrator shall be appointed in accordance with the Nairobi Centre for Arbitration Rules.</li> <li>b) The arbitration shall take place in Nairobi, Republic of Kenya.</li> <li>c) The decision of the arbitrator shall be final and binding on the parties, and may be made an order of court of competent jurisdiction.</li> <li>d) The provision of this clause will continue to be binding on the parties notwithstanding any termination or cancellation of this Agreement.</li> <li>e) The language of the Arbitration shall be English.</li> <li>f) The award rendered shall apportion the costs of the arbitration.</li> <li>g) The award shall be in writing and shall be binding on both parties.</li> <li>h) A party aggrieved by the decision of the arbitrator reserves the right of appeal in a Court of Competent Jurisdiction.</li> <li>i) The provisions of this Clause shall continue to be binding on the Parties notwithstanding any termination or cancellation of this Contract.</li> </ul>
<p><b>3.18 Notices:</b></p>	<p>Where the Contract provides for Notice to be given to any party, such Notice shall be well and sufficiently given if given by way of: -</p> <ul style="list-style-type: none"> <li>a) A letter posted by registered mail (airmail if international) to the postal address of the party concerned shown below, or delivered to that party by hand at the address shown below or;</li> <li>b) An email sent to the email address of the party concerned shown below.</li> </ul> <p>The addresses of the parties for Notices shall be: -</p> <p>GDC:  The Managing Director &amp; CEO  Geothermal Development Company Ltd (GDC)  P.O Box 100746 – 00101  Nairobi, Kenya</p> <p>or such other address as GDC may designate as its address for this purpose by Notice to the Contractor.</p>

## **SECTION V – DESCRIPTION OF SERVICE/ RESPONSIBILITIES.**

### **INTRODUCTION**

GDC is seeking a firm for provision of statutory external audit services and audit of project accounts on behalf of the Auditor- General for the years ending 30<sup>th</sup> June 2021, 30<sup>th</sup> June 2022 and 30<sup>th</sup> June 2023 respectively.

### **DUTIES AND RESPONSIBILITIES OF THE AUDITOR**

The auditor's responsibilities shall include the following:

- a) Conducting independent audit of GDC's activities / operations in line with International Standards on Auditing and International Financial Reporting Standards and International Public Sector Accounting Standards (IPSAS).
- b) Expressing an opinion on whether the financial statements are prepared, in all material respects, in accordance with the applicable financial reporting standards and frameworks, whether GDC has maintained proper books of accounts, and whether the accompanying financial statements give a true and fair view of the financial position of the company.
- c) For project accounts, the auditor shall give an opinion on whether the financial statements prepared by the management give a true and fair view of the receipts and payments of the project at the date of the statement of financial assets and liabilities, and comparison of budget and actual amounts and cash flows for the period then ended in accordance with the cash basis of accounting of the IPSAS.
- d) Reviewing and evaluating the GDC's internal control and risk management system and advising Management and the Board on adequacy / effectiveness of the system, and proposals for its improvement.
- e) Conduct a tax health check and review the company's tax computations.
- f) Reviewing adequacy of GDC Information Systems and related infrastructure.
- g) Providing any other value-addition services consistent with the audit of GDC

## SECTION VI - PRICE SCHEDULE

No.	Description	UoM	Qty	Total Price Year 1	Total Cost in Ksh. (for 3 Years)
1.	Statutory Audit	Year	3		
2.	Menengai Project	Year	3		
3.	Baringo-Silali Project	Year	3		
4.	Vat & Related Taxes				
<b>Grand Total Cost Incl of all Taxes (to be transferred to Form of Tender)</b>					

NB:

**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 VII- STANDARD FORMS**

### **Notes on standard forms**

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

### **STANDARD FORMS**

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

**FORM OF TENDER**

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

To.....

.....

[Name and address of GDC]

Gentlemen and/or Ladies:

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

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

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_ 20\_\_ between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “the 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 materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p><b>Part 1 General</b></p> <p>Business Name.....</p> <p>Location of Business Premises .....</p> <p>Plot No, .....Street/Road.....</p> <p>Postal address .....Tel No. ....Fax Email .....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
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	<b>Part 2 (a) – Sole Proprietor</b>																				
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details .....																				
	<b>Part 2 (b) – Partnership</b>																				
	Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 35%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<b>Part 2 (c) – Registered Company</b>																				
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 35%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
Date.....	Signature of Candidate.....																				



**TENDER SECURITY FORM**

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

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

[name and/or description of the services]

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

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

Of.....having registered office at

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

[name of GDC](hereinafter called “the GDC”) in the sum of .....

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

THE CONDITIONS of this obligation are:

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

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

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

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

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....

[name of the 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 services] (Hereinafter called “the contract”)

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

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

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

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

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

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

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

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

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

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

*(Amend accordingly if provided by Insurance Company)*

## **DECLARATION OF UNDERTAKING**

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

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

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country. We also declare that our company/sub-contractors/ all members of the consortium has/have not been debarred to engage in procurement/ included in the list of sanctions.

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

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

(Name of company)

(Signature(s))