



**GEOHERMAL DEVELOPMENT COMPANY LTD (GDC)
P.O. Box 100746 – 00101
NAIROBI, KENYA**

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**TENDER FOR PROVISION OF REMEDIAL SERVICES
ON DRILL STRING TUBULAR COMPONENTS
(RE-TENDER)**

TENDER NO: GDC/DO/OT/041/2020:2021

CLOSING DATE AND TIME: 12th FEBRUARY, 2021 AT 2.00PM

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SECTION I: INVITATION TO TENDER

Date: 25th January, 2021

TENDER FOR PROVISION OF REMEDIAL SERVICES ON DRILL STRING COMPONENTS REF: TENDER NO: GDC/DO/OT/014/2020-2021

1. Geothermal Development Company Limited (GDC) invites sealed tenders from eligible suppliers for **Provision of Remedial Services on Drill String Tubular Components** whose specifications are detailed in this Tender Document.
2. Interested eligible candidates may obtain further information from and inspect the tender documents from the office of Manager, Supply Chain at Kawi House Office, located at South C Bellevue, Off Mombasa Road, Red Cross Road between 9.00am and 4.00pm during weekdays.
3. An electronic copy of the tender document may be obtained by interested firms upon payment of a non-refundable fee of **Kshs. 1000** payable to our accounts office in cash or bankers cheque. The document can also be viewed and downloaded from the website www.gdc.co.ke or PPIP Portal www.tenders.go.ke **free of charge or at no cost.** Bidders who download the tender document from the websites **MUST** forward their particulars immediately for records to the email addresses provided in the appendix to instruction to tenderers. Bidders are advised to be checking the websites (GDC & PPIP) for any uploaded further information on this tender.
4. Tenders must be accompanied by an original bid security of **Kshs. 100,000** in the form specified in the tender document.
5. 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 **12th February, 2021 at 2.00pm(1400Hrs).**

6. Prices quoted should be in Kenya Shillings and inclusive of all taxes and shall remain valid for (120) days from the closing date of the tender.
7. 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.
8. 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 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.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

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

2.3 Contents of tender documents

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

- x) Tender security form
- xi) Performance security form
- xii) Declaration form

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

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

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

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

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

(d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

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

2.9.6 Price variation requests shall be processed by the 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 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 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 Kshs 100,000**.

2.12.2 The tender security is required to protect the Procuring entity 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 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 as 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 The tenderer shall prepare two copies of the tender, clearly / marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall prevail

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

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

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

2.15 **Sealing and Marking of Tenders**

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

The inner and outer envelopes shall:

(a) be addressed to 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 **Friday 12th February, 2021 at 14.00HRS (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 **Friday 12th February, 2021 at 14.00HRS (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 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **14.00HRS, Friday 12th February, 2021** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 **Clarification of tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for

clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

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

2.20 Preliminary Examination and Responsiveness

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

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

(a) operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 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

- 2.24.4 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

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

Appendix to instructions to tenderers

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	The tender is open to eligible firms for provision of remedial services on tubular drill string components.
2.21	A complete set of the tender document may be from the website www.gdc.co.ke or PPIP Portal free <u>of charge or at no cost.</u> Bidders who download the tender document from the website <u>MUST</u> forward their particulars immediately for records to the email addresses provided at the appendix to instruction to bidders as below. Bidders are advised to be checking GDC & PPIP websites for any further tender clarifications and addenda
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: procurement@gdc.co.ke dkyaka@gdc.co.ke, pkapto@gdc.co.ke</p> <p>One copy to: -</p> <p>Manager, Drilling Operations Geothermal Development Company Limited, GDC Polo Center Office, Nakuru P.O. Box 17700 – 20100 NAKURU, KENYA E-mail: jmaleche@gdc.co.ke gkinyanjui@gdc.co.ke</p> <p>GDC will respond in writing (e-mail in PDF format) to any request received at least seven (7) days prior to the deadline for the submission of tenders. NB: Any request for clarification must be in the firm's letterhead and signed, and must be in reference to the specific parts of the tender document properly numbered.</p>
2.10	The tender Prices shall be quoted in Kenya Shillings.
2.12	The tenderer shall furnish a tender security in the amount of Kshs. 100,000 in the form of insurance/bank guarantee valid for a period of 150 days from the date of tender opening.
2.13.1	The tender validity period is 120 days from the date of tender opening. A tender valid for a shorter period shall be considered as non-responsive and <u>shall</u>

	be rejected.
2.16.1	The tender closing/opening date is on Friday 12th February, 2021 at 2.00Pm (14.00HRS)
2.20	<p>The <u>Mandatory requirements</u> that will determine a bidders responsiveness include:-</p> <ol style="list-style-type: none"> a) Dully filled, Signed & Stamped Tender Form & Price Schedule. b) An original Tender Security in the amount of Kshs 100,000 in the format provided in the tender document and valid for at least thirty (30) days beyond the tender validity period i.e. 150 days from the date of tender opening. c) Certified copy of evidence of incorporation in Kenya by an advocate i.e. Certificate of Incorporation/ Registration in Kenya d) Copy of tax compliance certificate certified by an advocate and valid at the time of opening. The validity of the Tax certificate shall be confirmed from KRA Tax Checker. e) Certificate of Confirmation of Directors and Shareholding (CR12) certified by an advocate. f) Copy of valid Business Permit certified by an advocate. g) Provide a Power of Attorney. Incase of a joint venture, the power of attorney to be signed by both parties. h) A certified copy of a joint venture/partnership agreement in case of joint venture/partnership certified by an advocate. i) Provide Audited Accounts for the last three (3) years i.e. 2017/2018/2019 signed and stamped by the Auditor and Certified by an advocate. j) Dully Filled signed & stamped Confidential Business Questionnaire. k) Dully Filled signed & stamped Declaration of Undertaking <p>NB: Bidders who will not meet the above requirement will be declared non-responsive</p>
2.24	<p>In the <u>Technical evaluation stage</u>, Criteria for evaluation is as specified in table 1 below Pass Mark: 70 marks</p> <p>Bidders that score 70 marks and above shall have their financial bids evaluated</p> <p>Bids not meeting the technical score 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 financial stage.</p> <p>In this stage the following will be assessed.</p> <ol style="list-style-type: none"> a) Completeness of Schedule – The schedule must be quoted with completeness in order to qualify as responsive. 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

	<p>by any person or entity.</p> <p>c) Compliance to GDC payments terms as per section IV of the tender document. Provide a declaration in conformity to GDC payment terms.</p> <p>AWARD CRITERIA</p> <p>The lowest evaluated bidder for the complete schedule will be recommended for award.</p>
2.26	The unsuccessful tenderers will be notified on the outcome of the tender at the same time the successful tenderer is notified
2.27	The performance security shall be 10% of the contract price in the form of a bank guarantee from a local bank and should be valid for thirty days beyond the contract completion period.

Table 1: Technical Evaluation Criteria

No.	Description of Requirements	Points
1.	<p>Documentary evidence showing experience of the contractor handling similar assignments. (30mks)</p> <p>Provide a list of at least five (5) major clientele/customers in which similar services have been rendered in the last Ten (10) years, detailing nature of the services rendered, value of the contract, contact person including contact addresses. (2marks for each client up to a max score of 10mks)</p> <p>Provide at least four (4) copies of contracts/LPOs for similar assignments handled in the last Ten (10) years. Preference shall be given to recent contracts.</p> <ul style="list-style-type: none"> • 4 or more contracts 20 mks • 3 contracts 15 mks • 2 contracts 10 mks • 1 contract 5 mks 	30
2	<p>Key personnel qualification for the works</p> <p>The Project Manager and repair technicians should have at least three 3 years relevant and specific experience in repair of drilling tubular tools</p> <p>Copies of CVs with supporting documents must be attached in the bids.</p> <p>Points shall be distributed as follows:</p> <ul style="list-style-type: none"> • More than 5 years: 10 marks for Project Manager and 10marks for repair technicians • 3 - 4 years: 10 marks for Project Manager and 15 marks for Technician • Below 3 years: 5 marks for Project Manager and 5 marks for Technician 	20
3	<p>Equipment and tools availability</p> <p>The Bidder shall demonstrate proof of key equipment availability listed in the Technical Specifications on section 5.3 and any other relevant tools and equipment to enable carry out remedial services</p> <p>Due diligence to gauge the capacity of the bidders on equipment availability shall be done by the evaluation committee.</p> <p>Main Equipment listed on section 5.3: 20 marks</p> <p>Auxiliary Equipment and Tools: 10 marks</p>	30

4	Proposed Work Procedure Proposed technical approach and methodology that the contractor shall utilize in the performance of the remedial services contract	10
5	Work Plan - (including timelines) in responding to the Description of Service as provided in Section V of the tender document. Presentation in form of a gantt chart is preferred	10
	Total Marks	100

NB: Pass Mark 70 marks. Bidders who will not attain the cut off pass mark of 70 shall be disqualified and will not be evaluated further.

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.5 Patent Right’s

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

3.6 Performance Security

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

- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) A bank guarantee.
 - b) Such insurance guarantee approved by the Authority.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

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

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

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

3.10 Termination for Default

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

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

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

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

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

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

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

	<p>and Services similar to those undelivered, and the Service Provider shall be liable to the GDC for any excess costs incurred.</p> <p>3.14 Termination by Notice Either party, at its sole discretion, may at any time by written notice terminate the Contract by giving no less than Thirty (30) days' notice in writing.</p> <p>3.15 Termination for Convenience The GDC by written notice sent to the Tenderer may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the GDC's convenience, the extent to which performance of the Tenderer of the contract is terminated and the date on which such termination becomes effective.</p> <p>For the remaining part of the contract after termination the GDC may elect to cancel the supply and pay to the Tenderer the amount for partially delivered goods.</p> <p>21.4 Termination by Mutual Consent By mutual written agreement, the Purchaser and the Tenderer may agree to terminate the contract. The agreement shall provide that the termination is by mutual agreement, the extent to which the contract is terminated and the effects of such termination on each party's obligations.</p> <p>21.5 Termination by Insolvency If the Tenderer becomes insolvent or bankrupt; the Purchaser may at any time terminate this Agreement by giving written notice to the Tenderer. In this event, termination will be without compensation to the Service provider, provided that such termination will not produce or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.</p> <p>On termination of this Agreement, howsoever terminated, the Contractor shall be permitted to remove all its equipment which may have been placed by the Contractor upon the employer's premises.</p>
<p>3.8 <i>Payment Terms & Conditions</i></p>	<ul style="list-style-type: none"> i. The Purchaser shall upon execution of this Agreement sign a contract and issue a Local Purchase Order (LPO) to the Supplier for the provision of the services. ii. The credit period shall be within sixty (60) days upon receipt of certified invoices and delivery notes confirming that the invoiced services have been rendered. iii. Payment shall made through Geothermal Development Company cheque or telegraphic transfer iv. No advance payment v. No interest on delayed payments.

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

SECTION V – DESCRIPTION OF SERVICE FOR TUBULAR REMEDIAL SERVICES

5.1. INTRODUCTION

GDC requires remedial services on drill string components to support drilling activities in Menengai and Baringo Silali geothermal fields.

The contractor will be expected to carry out remedial services on drill string components as per the laid out procedures for a period of twelve (12) months from the date of contract signing.

5.2. SCOPE OF WORK

- a) Application of suitable hard banding on drill pipes
- b) Re-threading and gouging of recut end connections on Heavy Weight Drill Pipes
- c) Re-threading and gouging of recut end connections on drill collars
- d) Re-threading of cross over subs

Repair of drill string tubular components shall be performed at the contractor's premises/workshop.

5.3. PROVISION OF EQUIPMENT AND TOOLS

The contractor shall provide and maintain a minimum of one (1) remedial equipment Package comprising of remedial Equipment and repairer for the Services. Each remedial package must have each of the following:

Service Description	Equipment/ Standard
Rethreading	CNC Lathe machine with a maximum chuck of 14inch
Hard banding	NS1 Approved hard banding machine
Gouging	NS1 Approved gouging machine
	Any other relevant equipment, tools and materials

5.4. DETAILS OF SERVICE

5.4.1. Thread Cutting & Gouging of Drill Pipes

Drill pipes, collars and subs shall be re-threaded at contractor's workshop/premises. The new threads shall comply with the gouging practice specified in API RP 7G.

- A unit price per tool joint re-threaded shall be quoted.
- A unit price per tool joint gouging shall be quoted.

5.4.2. Phosphating on Recut Tool Joints

All recut connection shall be treated with a suitable hot phosphate coating to provide resistance to galling and corrosion. Unit price per end connection shall be quoted.

5.4.3. Saw cutting of Drilling Tubular Tools

Saw cutting on supplied drilling tubulars may be necessary. A unit price per OD inch shall be quoted.

5.4.4. Thread Cutting & Gouging of Drill Collars

BHA connections may be re-threaded at an API certified facility within the country. The new threads shall comply with the gouging practice specified in API 7-1.

A unit price per end connection shall be quoted.

5.4.5. Re-application of hard banding on Drill String Components

Drill pipes and heavy-weight drill pipes (HWDP) may require re-application of hard-banding on the wearing areas. GDC pipes already have ARNCO 350XT and Duraband NC previous hard banding. Similar hard banding or a suitable and equivalent hard banding that exhibit the following properties will be accepted:

- a) Low tool joint wear in open hole
- b) Low tool joint wear in cased hole
- c) Non-cracking
- d) Casing-wear friendly – low casing wear
- e) Hardness value of at least 60 HRC

When re-hard banding, the new bands should not be located over the top of any existing hard banding. The existing hard banding shall be completely removed by gouging, grinding, or another suitable technique.

After the removal of the old hard banding the area shall be ground to a smooth bright metal finish and the surface shall be examined by wet magnetic particle inspection (MPI) to ensure the complete removal of any cracks. If the depth of the resultant groove is too great for hard banding, a buttering layer of mild steel weld metal may be deposited. This layer may be subjected to machining prior to hard banding.

Worn hard banding need not be removed prior to re-hard banding provided the wear resistant alloy overlay to be applied is the same as the existing wear resistant alloy overlay and no cracking of the existing overlay exists.

The hard bands shall be applied in the following manner:

a. Drill Pipe Tool joints

Box tool joint:

- A 3 inch (75mm) wide band on the OD next to the taper.
- A ¾ inch (19mm) wide band on the 18° taper.

Pin tool joint:

- A 2 inch (19mm) wide band on the tool joint OD adjacent to the taper.

After hard banding, it is necessary to ensure that the leading edge of the hard facing on the OD of the tool joint is smooth and rounded off.

b. Heavy Weight Drill Pipe

Hard banding shall be applied to both the pin and box tool joints as well as the central upset wear area. The standard band width are 4 inch (100mm) on both the pin and box end, plus a 1 inch (25mm) wide hard band on the taper section of the box, and two 3 inch (75 mm) wide bands on the central upset area.

5.5. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

The Contractor shall warrant and undertake that:

1. The remedial services are based on appropriate standards such as NS1 Approved standards
2. It will submit a comprehensive technical description of the remedial procedure it shall utilize in the form of Work Instruction Manual (WIM) or equivalent in the performance of the services, which shall be subjected to post evaluation and approval of the Company's authorized representative.
3. It will submit a tubular remedial report for which Company shall sign-off and issue Certificate of Acceptance (or equivalent to attest the successful completion of the Services.
4. It will provide qualified and competent personnel to operate and maintain the tubular remedial Equipment and perform services that include the following:
 - a. To use and calibrate Contractor's supplied remedial Equipment;
 - b. To identify and remedy specific tubular drilling tools and other tools damage problems;
 - c. To coordinate with company's authorized representative on the details of the services;
 - d. To recommend action plans on remedial exercise;
 - e. To supervise, service, maintain and repair the remedial Equipment provided under this Contract;
 - f. To submit a tubular remedial Report at a maximum of 5 days after completion of the Services;
 - g. To ensure sound practices are demonstrated and followed during the remedial exercise; and
 - h. To perform other services related to the Tubular Goods and other tools remedied as instructed by the Company's authorized representative and within the limits indicated in the Contractor's operation manual and covered under this contract.

5. The contractor will shoulder the maintenance and all attendant costs related to Contractor-supplied equipment, such as, but not limited to trucking, parts replacement and personnel movement.

5.6. MATERIALS AND SERVICES TO BE PROVIDED BY GDC

GDC will provide the following materials and services at no charge to the Contractor for use under the performance of the contract;

- a) GDC will provide and transport the tools in need of remedial services to the contractor's workshop/premises unless advised otherwise in writing by the contractor.

5.7. COMENCEMENT OF SERVICES

The contractor shall be ready to commence work within one month after signing of the contract

SECTION VI – SCHEDULE OF REQUIREMENT

The tubular remedial service shall entail;

S.No.	Description	UoM	Estimated Quantity
1	Re-threading and gouging of 5" OD heavy weight drill pipe (HWDP) end connections with NC50 thread connections for both Box and Pin ends. Approximate Length: 9.0-9.5m	End Connection	48
2	Re-threading and gouging of 6½" OD drill collar end connections with NC50 thread connections for both Box and Pin ends. Approximate Length: 9.0 – 9.5m	End Connection	48
3	Re-threading and gouging of 8" OD drill collar end connections with 6⅝" REG thread connections for both Box and Pine ends. Approximate Length: 9.0 – 9.5m	End Connection	48
4	Re-threading and gouging of 10" OD drill collar end connections with 7⅝" REG for both Box and Pin ends. Approximate Length: 9.0 – 9.5m	End Connection	12
5	Saw cut on OD of drill tubular	End Connection	176
6	Phosphating recut end connections	End connections	176
7	Re-threading of crossover subs with NC50 thread connections (with SRG/Boreback) Approximate Length – 0.6-1.0m	End Connection	10
8	Re-threading of crossover subs with 6⅝" API REG connections Approximate Length – 0.6 – 1.0 m	End Connection	10
9	Hard banding on 5" OD drill pipes	End Connections	1000
10	Hard banding of HWDP 5" OD drill pipes	End Connections & Central Upset Wear Area	400

SECTION VII – PRICE SCHEDULE FOR REMEDIAL SERVICES

No.	Description	UoM	Qty	Unit Price	Total Price
1	Re-threading and gouging of 5" OD heavy weight drill pipe (HWDP) end connections with NC50 thread connections for both Box and Pin ends. Approximate Length: 9.0-9.5m	End Connection	48		
2	Re-threading and gouging of 6½" OD drill collar end connections with NC50 thread connections for both Box and Pin ends. Approximate Length: 9.0 – 9.5m	End Connection	48		
3	Re-threading and gouging of 8" OD drill collar end connections with 6⅝" REG thread connections for both Box and Pine ends. Approximate Length: 9.0 – 9.5m	End Connection	48		
4	Re-threading and gouging of 10" OD drill collar end connections with 7⅝" REG for both Box and Pin ends. Approximate Length: 9.0 – 9.5m	End Connection	12		
5	Saw cut on OD of drill tubular	End Connection	176		
6	Phosphating recut end connections	End connections	176		
7	Re-threading of crossover subs with NC50 thread connections (with SRG/Boreback) Approximate Length – 0.6-1.0m	End Connection	10		
8	Re-threading of crossover subs with 6⅝" API REG connections Approximate Length – 0.6 – 1.0 m	End Connection	10		
9	Hard banding on 5" OD drill pipes	End Connections	1000		
10	Hard banding of HWDP 5" OD drill pipes	End Connections & Central Upset Wear Area	400		
	Total Cost				
	16% VAT				
	Grand Total Cost inclusive of 16% VAT Transferred to tender form				

NB:

- a) The contract prices shall be fixed during the entire contract period
- b) Invoices shall be submitted end of every month upon verification and certification of work done by GDC's company representative.
- c) Payment will be based on actual quantities of tools repaired.

No correction of arithmetic errors.

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

Tenderer's Name (Company) _____

Signature & Rubber stamp: _____

Date: _____

SECTION VIII STANDARD FORMS

Notes on standard forms

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

STANDARD FORMS

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

8.1 FORM OF TENDER

Date _____
Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

8.2 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

in the presence of _____.

8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No,Street/Road.....</p> <p>Postal addressTel No.Fax Email.....</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

8.4 TENDER SECURITY FORM

Whereas[name of the tenderer]

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

[name and/or description of the services]

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

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

Of.....having registered office at

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

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

supply.....

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

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

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

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

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

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

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

8.6 DECLARATION OF UNDERTAKING

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

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

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

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

Dated this _____ day of _____ 20 _____

(Name of company)

(Signature(s))