



**GEOHERMAL DEVELOPMENT
COMPANY LIMITED**

GDC/SC/OT/012/2016-2017

**TENDER FOR SUPPLY OF PERSONAL
PROTECTIVE EQUIPMENT (PPE'S) FOR
DRILLING & INFRASTRUCTURE
DEPARTMENT
(Reserved for the Special Groups)**

CLOSING DATE AND TIME: 28th September 2016 at 2.00Pm

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

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SECTION I INVITATION TO TENDER

TENDER REF NO. GDC/SC/OT/012/2016-2017

TENDER NAME *Tender for Supply of Personal Protective Equipment's (PPE's) for Drilling & Infrastructure Department*

The Geothermal Development Company Ltd invites sealed bids from eligible candidates for **Supply of Personal Protective Equipment's (PPE's) for Drilling & Infrastructure Dept.**

Interested eligible bidders may obtain further information and inspect the tender document from the office of Manager, Supply Chain at Kawi House, South C off Mombasa Road, Red Cross Road between 9.00am and 4.00pm during week days.

A complete set 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 by banker's cheque. The documents can also **be viewed and downloaded from the website www.gdc.co.ke or <http://supplier.treasury.go.ke> free of charge.** Bidders who download the tender document from the website **MUST** forward their particulars immediately to procurement@gdc.co.ke for records and any further tender clarifications and addenda.

Tenders must be accompanied by a **bid declaration form** dully signed and stamped 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:

**Managing Director & CEO,
Geothermal Development Company
P.O Box 100746-00101
NAIROBI, KENYA**

and deposited in the tender box at **Ground Floor** GDC office Kawi House, South C Off Mombasa Road, Red Cross Road on or before **28th September, 2016 at 2.00Pm**

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

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 for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/= or free of charge for bidders that download from GDC or IFMIS portal.
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4 The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Technical Specifications
 - (vii) Tender Form and Price Schedules
 - (viii) Tender Securing declaration form
 - (ix) Contract Form
 - (x) Performance Security Form
 - (xi) Manufacturer's Authorization Form
 - (xii) Confidential Business Questionnaire
 - (xiii) Declaration of Undertaking not to engage in corrupt fraudulent practice
- 2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.
- 2.5.2 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.

2.6 Amendment of Documents

- 2.6.1 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 amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be **120 days** from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

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

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, **a tender securing bid declaration form.**

2.14.2 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 2.14.7

- 2.14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.4 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22
- 2.14.5 Unsuccessful Tenderer's tender 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.
- 2.14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.7 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 2.27 or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

- 2.15.1 Tenders shall remain valid for **120 days** or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.
- 2.15.2 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 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The Procuring entity 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.

2.16.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

**The Managing Director
Geothermal Development Co. Ltd
P. O Box 100746-00101.
NAIROBI, KENYA**

(b) bear, tender number and name in the Invitation for Tenders and the words, “**DO NOT OPEN BEFORE,**” **2:00pm, 28th September, 2016**

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

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **28th September 2016 at 2.00Pm**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

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

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 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.

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **28th September 2016 at 2:00 p.m.** and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders 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 of the tender shall be sought, offered, or permitted.

2.21.2 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.

2.22 Preliminary Examination

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

- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.
- 2.22.5 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 non conformity.

2.23 Conversion to Single Currency

- 2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

2.25 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, 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.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event 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**

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) **Procuring entity's Right to Vary quantities**

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Procuring entity's Right to Accept or Reject Any or All Tenders**

2.27.6 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

2.28 Notification of Award

2.28.1 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.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the

Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 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.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 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.

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

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is eligible to registered Youth, Women & PWD's registered with treasury for the Suppliers of Personal Protective Equipment's (PPE's) .
2.3.2	A complete set of the tender document may be obtained by interested firms upon payment of a non-refundable fee of Kshs.1000 each payable to our accounts office in cash or by banker's cheque. The document can also be viewed and downloaded from the website www.gdc.co.ke or http://supplier.treasury.go.ke free of charge or at no cost . Bidders who download the tender document from the website MUST forward their particulars immediately for records and any further tender clarifications and addenda
2.5.1	A prospective tenderer requiring any clarification of the tender document may notify GDC in writing (email in PDF format or by facsimile) at the following address: And one copy to: - A prospective tenderer requiring any clarification of the tender document may notify GDC in writing (email in PDF format or by facsimile) at the following address: Manager, Supply Chain Geothermal Development Company Limited, GDC South C Offices, Kawi House P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: dkyaka@gdc.co.ke and pkapto@gdc.co.ke procurement@gdc.co.ke

	NB: Any request for clarification must be in the firm's letterhead, signed and must be in reference to the specific parts of the tender document properly numbered parts of the tender document properly numbered.
2.5.4	GDC will respond in writing (e-mail in PDF format) to any request for clarification received at least seven (7) days prior to the deadline for the submission of tenders.
2.10.2	The prices should include all taxes and delivery to the GDC Nakuru Office.
2.10.4	The tender validity period is 120 days from the date of tender opening. A tender valid for a shorter period shall be considered as non-responsive and shall be rejected.
2.11.1	Prices quoted shall be in Kenya Shillings or an easily convertible foreign currency.
2.14.1	The tenderer shall furnish, as part of its tender, a tender securing bid declaration form in the format specified in the tender document.
2.15.1	The tender validity period is 120 days from the date of tender opening. A tender valid for a shorter period shall be considered non-responsive and shall be rejected
2.16.1	The tenderer shall prepare two (2) copies of the bid document; One (1) original & one (1) copy
2.22.1	At the preliminary evaluation stage, the following mandatory requirements that determines a bidder's responsiveness will be assessed :- <ul style="list-style-type: none"> a) Dully filled, Signed & Stamped Tender Form & Price Schedules b) Tender Securing bid declaration form in format provided that is dully signed, filled & stamped c) Certificate of Business registration or Incorporation in the domicile country, d) Submit Tax Compliance Certificate valid at the time of opening. The validity shall be confirmed from KRA Tax checker e) Certificate of registration from Treasury (AGPO Certificate) f) Certificate of Confirmation of Directors and Shareholding (CR12) (Evidence of identity to prove youth and women in the enterprise)/ID Card for Sole Proprietorship g) Duly filled and signed Confidential Business Questionnaire h) Dully Filled, signed and stamped declaration of undertaking

	<p>NB: Bidders who will not meet the above requirements will be declared non-responsive and their bids will not be evaluated further</p>
2.24.1	<p>In the technical evaluation stage, only bidders who have been found responsive at the preliminary stage will be evaluated on the following parameters:</p> <ul style="list-style-type: none"> a) Bidders <u>MUST</u> provide Brochure/Catalogues/Data Sheets/Descriptive Literatures clearly showing compliance to GDC requirements/specification as stipulated in Section V. b) Delivery period offered in the tender. The period should not exceed 3 Months after contract award/LPO issue. Delivery <u>MUST</u> be for a complete schedule and partial delivery shall not be accepted. c) Bidders are required to provide Manufacturer Authorization for the items quoted/schedule for where applicable. d) Bidders are required to submit Samples for the items quoted at least an hour before the tender closing time. The samples submitted shall be accompanied by a Delivery Note clearly detailing the quantity and description of the items submitted. Bidders who are declared non-responsive during evaluation should pick the samples within thirty after notification of award after which GDC shall not be liable. e) Tenderers may quote to supply any or all the schedules, each schedule must be quoted for with completeness in order to qualify as responsive. Each schedule shall be evaluated and awarded separately. <p>Bids not meeting the technical specifications and requirements listed above 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. The bids will be checked for costing of all</p>

	items and payment terms. The lowest evaluated tender per schedule will be recommended for award.
2.28.1	The unsuccessful tenderers will be notified on the outcome of the tender at the same time the successful tenderer is notified.
2.29.1	The performance security shall be 1% of the contract price in the form of a bank guarantee.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

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

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

3.6 Patent Rights

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

3.7 Performance Security

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

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

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

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

3.8 Inspection and Tests

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

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

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

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

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

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

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.1 <i>definitions</i>	The Purchaser is The Geothermal Development Company Limited of Kawi House, South C, P. O Box 100746-00101, Nairobi, Kenya. It includes the Purchaser's legal representative's successors or assigns.
3.7.1 <i>Performance Security</i>	The Performance Security shall be in the amount of 1% of the Contract Price in the form of a bank guarantee.
3.12.1 <i>Payment Terms & Conditions</i>	1)The credit period shall be:- Geothermal Development Company's payment terms are 30 days upon receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and is in accordance with the contract. 2) Advance Payment Advance Payment is not applicable.
3.13	Prices charged by the tenderer for the PPE's delivered and Services performed under the Contract shall not vary from the prices quoted by the tenderer in the tender. In case of discrepancy between unit price and total, the unit price shall prevail.
Notices:	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: - 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;

b) An email sent to the email address of the party concerned shown below.

The addresses of the parties for Notices shall be: -

GDC:

The Managing Director & CEO

Geothermal Development Company Ltd (GDC)

P.O Box 100746 – 00101

Nairobi, Kenya

or such other address as GDC may designate as its address for this purpose by Notice to the Contractor.

SECTION V - TECHNICAL SPECIFICATIONS

PARTICULARS

TECHNICAL SPECIFICATIONS FOR PERSONAL PROTECTIVE EQUIPMENTS (PPE's)

Notes:

1. The items to be supplied shall be new, unused and 100% genuine.
2. Tenderers may quote for supply of any or all the schedules. Each schedule must be quoted for with completeness in order to qualify as responsive. **Incomplete schedules shall be disqualified. Each schedule shall be evaluated and awarded separately.**
3. Delivery will be made to **GDC's Nakuru offices**
4. Attach your Catalogues and descriptive literature.
5. **Samples must be provided for the items quoted and must be accompanied by a delivery note.**
6. Quote as per specifications in the Tender document otherwise your tender will be declared non-responsive.
7. **All items/schedule shall be accompanied by manufacturers authorization where applicable**
8. The delivery period shall be three (3) months or less. Delivery must be for a complete schedule. Partial delivery shall not be accepted.

SECTION VI- TECHNICAL SPECIFICATIONS

1. FULL COVERALL ORDINARY



- Redwing style 61115 or **equivalent coverall**
- Material: Daletec FR, Anti- static material 98% cotton, 2% carbon, 220 g/m²
- International standards: EN ISO 11612, EN 1149-5, IEC 61482-1-2, Class 1
- Two way concealed YKK spiral front zip with brass snap closure
- 2”(50mm) wide reflective FR stripping on arms, legs and over the shoulder
- Two chest pockets with zip closure
- Two loops at shoulders for radio antennae’s
- Gas detector and pen pockets on left sleeve
- Elastic waist band with 2 way horizontal zippers for convenient opening at waist
- Two side pockets
- Two back pockets , one with flap
- Tool pocket on right leg
- Cargo pockets with separate mobile phone and pen pockets on left leg.
- Ruler and two pockets on the right leg
- Action back pleats for freedom of movement and comfort
- Concealed one-way, black high density polyester coil zip with brass snap closure
- The jacket will have two (2) GDC Logos in full colours. Front logo of diameter size 4 cm and letter GDC of 8 cm to be embroidered at pocket on the left hand side pocket.
- The rear logo to be embroidered at the back with logo diameter of 8 cm and word GDC in 17 cm.
- Navy blue in colour with GDC LOGO

2. HALF COVERALL ORDINARY (BROKEN SUIT)

Jacket



- Redwing style 62115 or **equivalent jacket**
- Material: Daletec®, FR Anti-static 98% Cotton, 2% Carbon, 220 g/m²

- International standards: EN ISO 11612, EN 1149-5, IEC 61482-1-2, Class 1
- Two way concealed YKK spiral front zip with brass snap closure
- 2”(50mm) wide reflective FR stripping on arms, legs and over the shoulder
- Concealed press button on cuffs
- Concealed one-way, black high density polyester coil zip with brass snap closure
- Adjustable waistband
- Action back pleats for freedom of movement and comfort
- Two chest pockets with flaps, one with a separate mobile phone pocket
- Two large side pockets
- Two loops at shoulders for radio antennae
- Gas detector and pen pockets on left sleeve
- The jacket will have two (2) GDC Logos in full colours.
- Front logo of diameter size 4 cm and letter GDC of 8 cm to be embroidered at pocket on the left hand side pocket.
- The rear logo to be embroidered at the back with logo diameter of 8 cm and word GDC in 17 cm.
- Navy blue in colour with GDC LOGO

Trousers



- Redwing style 66230 or **equivalent trouser**
- Material: Daletec®, FR Anti-static 98% Cotton, 2% Carbon, 350 g/m²
- International standards: EN ISO 11612, EN 1149-5, IEC 61482-1-2, Class 1
- Two back pockets , one with flap
- Two deep side pockets Elastic back
- Large cargo pocket with separate mobile phone pocket on left leg
- Double tool pocket on right leg
- 2" (50mm) wide reflective FR striping around legs
- Navy blue in colour with GDC LOGO

3. HAND GLOVES (DRIVERS COW HIDE)



- Premium quality unlined leather glove.
- All leather top grade cowgrain leather.
- Keystone wing thumb for comfort and dexterity.
- 2 joss stick elasticated back for a safe secure fit.

- Full cotton fleece lining.
- Approved to BS EN 388:1994.
- Yellow color

4. WELDER'S GAUNTLET



Welder's Gauntlet

- Split cow leather
- Kevlar® yarn sewing
- Thick fleece-lined lining
- Colour: red
- Protection against heat up to 100°C
- Conformity to EN 420, EN388, EN407, EN12477, EN1149

5. SAFETY HARNESS BELT WITH SEAT AND LANYARD



- Two chest attachment textile loops
- One dorsal attachment D-ring
- Adjustable waistbelt, thigh & shoulder straps
- Shoulder & thigh straps differentiated by dual colour scheme
- Tool holder loops and rings
- Ideally positioned sit-strap for extended comfort
- Two lateral positioning D-rings and back support pad
- With work positioning belt PN 01
- Conforms to EN361 and EN358
- Made from 12 mm dia x 1.5m length 3 strand rope
- With double lock hook spliced at one end
- Conforms to EN 355

6. GAITERS

- Snake protection gaiters
- protect from wetness and dirt on muddy grounds, thorns and sharps
- 420 HD Nylon
- Attach brochure

7. MEN SAFETY SHOES



- Redwing 8264 or **equivalent is acceptable.**
- 9 pull on steel toe safety boot;
- Puncture, Electrical Hazard Chemical and Abrasion resistant;
- Leather Type: Finished Split,
- Leather Name: Brown Leather ,Upper:
- Brown Leather, Construction: SuperSole® Welt, Insole:
- Texon® Tuckboard w/PORON® Flex Cushion Pad, Shank:
- Fiberglass „,Outsole: Mini Lug SuperSole® - Black ;Non-Marking:
- Yes ,Country of Origin: Made in USA,

8 .WOMEN SAFETY SHOES



- Redwing Style 2326 or **equivalent is acceptable**, 6 Inch women's steel toe safety boot
- Safety Rating-ASTM F2413-11, F/I/75/C/75, EH;
- Full grain brown leather
- Comfortable padded collar and gusset
- Electrical hazard rated
- Removable RedBed™ footbed
- Abrasion resistant SuperSole® Welt;
- Leather Type-Full Grain; Leather Name-Turbo Vegas Leather
- Upper-Turbo Vegas Leather
- Construction - SuperSole® Insole-Texon®
- Shank-Fiberglass
- Outsole-Horizon™ SuperSole®
- Non-Marking-Yes
- Defined Heel- Yes 90 Degrees

9. ORDINARY SAFETY SHOES



- Ordinary Safety boots
- Steel toe cap and protective midsole
- Weather Resistant Leather upper with padded collar
- Double density PU shock absorbent sole
- Energy absorbing cushioned heel to reduce foot fatigue
- Fuel & Oil resistant sole
- Fully moulded and removable insole
- Wide fitting for added comfort
- Safety rating EN20345 S3 SRC

10. SAFETY GLASSES



- Lightweight safety spectacles with a wraparound 9 base curve polycarbonate lens. Temples should be co-injected with soft rubber.
- Temples co-injected with soft rubber to increase grip and provide excellent comfort levels. All lenses are Optical
- Lens should be Class 1 and block 99.9% of ultraviolet radiation. UVA, UVB and UVC protection.
- Premier Shield lenses with anti-mist, anti-static and anti-scratch coating.
- Conform to EN166: 2-1.2.1.F.K.N and EN170

11. HELMET





- Dynamic safety type HP642R or equivalent full brim hard hat with accessory slots
- HDPE shell, foam liner, 6-point nylon suspension,
- “Sure-Lock” Ratchet adjustment, 4 anchor points for chin strap.
- Meets CSA Type 2 Class E and ANSI Type II Class E standards.
- Color: 100No Green, 200No Red, 100No White
- Chin strap
- Compatible Non-Electronic Helmet Mounted Earmuff MSA type 10129327 or equivalent; NRR=25 dBA; ANSI S3.19-1974 compatible; Color=Grey

12 CORDED EAR PLUGS



- Triple-flange design and pliable, premolded material
- Reusable earplugs are easy to use again
- Can be cleaned easily with soap and water.
- Supplied with cord
- Moisture Resistant
- Slow-Recovery Foam
- No Roll-Down Required
- NRR 25 dB
- Comply to EN352-2, BS EN 352-2

13. GUNBOOTS



- Steel toe cap and protective midsole
- Kick spur for easy removal
- Energy absorbing cushioned heel to reduce foot fatigue
- Fuel oil resistant sole
- Reinforced toe cap area for added durability
- PVC Nitrile construction
- Washable nylon lining
- Safety rating EN20345 S5 SRC

14. DUST MASKS (PARTICULATE RESPIRATOR)



- Small-sized economical disposable particulate respirator
- Proprietary filter media and V-shaped pleats helps make breathing easier
- Pleats flex with mouth movement while talking
- Flat fold design allows for convenient storage prior to use
- Offers an assigned protection factor (APF) of 10 x Workplace.
- Exposure Limit (WEL) for fine non-toxic dusts, fibres, fumes and mists
- Meets the FFP2 requirements of EN149
- Case of 200 pieces - 10 inner packs of 20 pieces each

15. WET PROTECTIVE CLOTHING



- Three piece rain suit with soft polyester inner fabric with gang stitching to keep the fabric from pulling free or pilling.
- The garment should be durable, comfortable and with the "corduroy" look. The outside should be coated with flexible PVC, and completely waterproof.
- This special fabric construction keeps its flexibility even in the coldest weather.
- Resistant to oils, rough wear, and all seams heat-sealed.

- The set of wet weather protective clothing comprising of a jacket, over-trousers and bib-overalls with the following specifications:

16. JACKET

- 300D polyester PU coated fabric with
- 180gsm fleece faced quilt lining
- Concealed hood
- Two outer inset pockets with Velcro flaps
- Full length storm flap with concealed zipped pocket
- Elasticated storm cuffs
- Two internal pockets
- Internal mobile phone pocket
- Heavy duty two-way zip
- Anti-wicking strip

17. ELECTRIC INSULATING HAND GLOVES

1. Good dexterity
2. Light cut resistance
3. Liner should be Nylon and Spandex Blend
4. Coating style – Palm coated
5. ANSI Level 5 abrasion rating
6. ANSI Level 1 Cut

18. WELDER ARC FLASH FACE SHIELD



Specifications

- ANSI Z87.1-2003 Compliant
- Thermoplastic reinforced curved chin
- Stationary front wide vision welding plate holder.
- Floating suspension headgear with ratchet style headband adjustment.
- Accepts 4½" x 5¼" plates.
- Meets ANSI Z87.1 specifications.
- *All welding helmets include a shade #10 welding plate.

SECTION VII: SCHEDULE OF REQUIREMENTS AND PRICE SCHEDULES

SCHEDULE A: (RESERVED FOR WOMEN ONLY)

A1: Full Coveralls (Ordinary)

Item	Description	Unit	Qty	Unit price, KSh	Total price, KSh
1	Size XXXL	Pcs	22		
2	SizeXXL	Pcs	98		
3	Size XL	Pcs	145		
4	Size L	Pcs	100		
5	Size M	Pcs	38		
Total Material Cost					
Transport cost to Nakuru Office.					
Plus 16% VAT					
Total Landed Cost to Nakuru Office. Inclusive of taxes					
Delivery Period (specify)					
Country of Origin					

A2: Half Broken Coveralls. (Ordinary)

Item	Description	Unit	Qty	Unit price, KSh	Total price, KSh
1	Size XXXL	Pcs	22		
2	SizeXXL	Pcs	98		
3	Size XL	Pcs	145		
4	Size L	Pcs	100		
5.	Size M	Pcs	38		
Total Material Cost					
Transport cost to Nakuru Office.					
Plus 16% VAT					
Total Landed Cost to Nakuru Office inclusive of taxes					
Delivery Period					
Country of Origin					

A3: Wet weather protection clothing

Rain coats

Item	Description	Unit	Qty	Unit price, KSh	Total price, KSh
1	Size XXXL	Pcs	22		
2	Size XXL	Pcs	98		
3	Size XL	Pcs	145		
4	Size L	Pcs	100		
5	Size M	Pcs	36		
Total Material Cost					
Transport cost to Nakuru Office.					
Plus 16% VAT					
Total Landed Cost to Nakuru Office inclusive of taxes.					
Delivery Period					
Country of Origin					

Tenderer's name (Company) _____

Signature & Rubber-Stamp _____ Date _____

NOTES

- a) Documentary evidence to prove that the items offered comply with the Technical Specifications must be provided.

A4: Wet weather protection clothing

Winter Jacket

Item	Description	Unit	Qty	Unit price, KSh	Total price, KSh
1	Size XXXL	Pcs	14		
2	Size XXL	Pcs	91		
3	Size XL	Pcs	119		
4	Size L	Pcs	100		
5	Size M	Pcs	26		
Total Material Cost					
Transport cost to Nakuru Office.					
Plus 16% VAT					
Total Landed Cost to Nakuru Office inclusive of taxes.					
Delivery Period					
Country of Origin					

Tenderer's name (Company) _____

Signature & Rubber-Stamp _____ Date _____

NOTES

- a) Documentary evidence to prove that the items offered comply with the Technical Specifications must be provided.

A5: Supply of helmets

Item	Description	Unit	Qty	Unit price, KSh	Total price, KSh
1	Helmets	Pcs	403		
2	Ear Mufflers	Pcs	403		
Total Material Cost					
Transport cost to Nakuru Office.					
Plus 16% VAT					
Total Landed Cost to Nakuru Office inclusive of taxes.					
Delivery Period					
Country of Origin					

Tenderer's name (Company) _____

Signature & Rubber-Stamp _____ Date _____

NOTES

- a) Documentary evidence to prove that the items offered comply with the Technical Specifications must be provided.

A6: Ear plugs

Item	Description	Unit	Qty	Unit price, KSh	Total price, KSh
1	Ear plugs (300Pkts)	Pkt	4060		
Total Material Cost					
Transport cost to Nakuru Office.					
Plus 16% VAT					
Total Landed Cost to Nakuru Office inclusive of taxes.					
Delivery Period					
Country of Origin					

Tenderer's name (Company) _____

Signature & Rubber-Stamp _____ Date _____

NOTES

- a) Documentary evidence to prove that the items offered comply with the Technical Specifications must be provided.

A7: Safety harness belt with seat and lanyard

Item	Description	Unit	Qty	Unit price, KSh	Total price, KSh
1.	Safety harness belt with seat and lanyard (Universal size)	No.	42		
Total Material Cost					
Transport cost to Nakuru Office.					
Plus 16% VAT					
Total Landed Cost to Nakuru Office inclusive of taxes.					
Delivery Period					
Country of Origin					

Tenderer's name (Company) _____

Signature & Rubber-Stamp _____ Date _____

NOTES

- a) Documentary evidence to prove that the items offered comply with the Technical Specifications must be provided.

SCHEDULE B: (RESERVED FOR YOUTH ONLY)

B1– Safety shoes

Driller Safety Boots(Men I.1)

Item	Description	Unit	Qty	Unit price, KSh	Total price, KSh
1	Size 5 (UK)	Pair	5		
2	Size 6 (UK)	Pair	12		
3	Size 7 (UK)	Pair	64		
4	Size 8 (UK)	Pair	117		
5	Size 9 (UK)	Pair	88		
6	Size 10 (UK)	Pair	58		
	Size 11 (UK)	Pair	18		
	Size 12 (UK)	Pair	6		
	Size 13 (UK)	Pair	1		
Total Material Cost					
Transport cost to Nakuru Office.					
Plus 16% VAT					
Total Landed Cost to Nakuru Office inclusive of taxes.					
Delivery Period					
Country of Origin					

Tenderer's name (Company) _____

Signature & Rubber-Stamp _____ Date _____

NOTES

- a) Documentary evidence to prove that the items offered comply with the Technical Specifications must be provided.

Safety Boots (Women B2)

Item	Description	Unit	Qty	Unit price, KSh	Total price, KSh
1	Size 8 (UK)	Pair	6		
2	Size 7 (UK)	Pair	12		
3	Size 6 (UK)	Pair	4		
4	Size 5 (UK)	Pair	2		
Total Material Cost					
Transport cost to Nakuru Office.					
Plus 16% VAT					
Total Landed Cost to Nakuru Office inclusive of taxes.					
Delivery Period (months)					
Country of Origin					

Tenderer's name (Company) _____

Signature & Rubber-Stamp _____ Date _____

NOTES

- a) Documentary evidence to prove that the items offered comply with the Technical Specifications must be provided.

SCHEDULE C: (RESERVED FOR PWD'S ONLY)

C1: Welders protection

Welders Personal Protective Equipment

Item	Description	Unit	Qty	Unit price, KSh	Total price, KSh
1.	Welders gauntlet (gloves) Universal	Pair	104		
2.	Hand Gloves -Cowhide	Set	8136		
3.	Welder Arc flash face shield	Pcs	84		
4.	Electric insulating hand gloves	Pcs	700		
Total Material Cost					
Transport cost to Nakuru Office.					
Plus 16% VAT					
Total Landed Cost to Nakuru Office inclusive of taxes.					
Delivery Period					
Country of Origin					

Tenderer's name (Company) _____

Signature & Rubber-Stamp _____ Date _____

NOTES

- a) Documentary evidence to prove that the items offered comply with the Technical Specifications must be provided.

C2: Respiratory protection equipment

Item	Description	Unit	Qty	Unit price, KSh	Total price, KSh
1.	Dust mask	Pcs	10,992		
Total Material Cost					
Transport cost to Nakuru Office.					
Plus 16% VAT					
Total Landed Cost to Nakuru Office inclusive of taxes.					
Delivery Period					
Country of Origin					

Tenderer's name (Company) _____

Signature & Rubber-Stamp _____ Date _____

NOTES

- a) Documentary evidence to prove that the items offered comply with the Technical Specifications must be provided.

C3: Gum boots

Item	Description	Unit	Qty	Unit price, KSh	Total price, KSh
1	Size 13 (UK)	Pair	1		
2	Size 12 (UK)	Pair	6		
3	Size 11(UK)	Pair	18		
4	Size 10(UK)	Pair	58		
5	Size 9 (UK)	Pair	94		
6	Size 8 (UK)	Pair	128		
7	Size 7 (UK)	Pair	75		
8	Size 6 (UK)	Pairs	16		
9	Size 5 (UK)	Pairs	7		
Total Material Cost					
Transport cost to Nakuru Office.					
Plus 16% VAT					
Total Landed Cost to Nakuru Office inclusive of taxes.					
Delivery Period					
Country of Origin					

Tenderer's name (Company) _____

Signature & Rubber-Stamp _____ Date _____

NOTES

- a) Documentary evidence to prove that the items offered comply with the Technical Specifications must be provided.

C4:Safety glasses

Item	Description	Unit	Qty	Unit price, KSh	Total price, KSh
1	Safety glasses	No.	1,356		
Total Material Cost					
Transport cost to Nakuru Office.					
Plus 16% VAT					
Total Landed Cost to Nakuru Office inclusive of taxes.					
Delivery Period					
Country of Origin					

Tenderer's name (Company) _____

Signature & Rubber-Stamp _____ Date _____

NOTES

- a) Documentary evidence to prove that the items offered comply with the Technical Specifications must be provided.

SECTION VII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Securing Bid Declaration Form - When required by the tender documents the tender shall provide the tender securing form either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Declaration of Undertaking not to engage in fraudulent practices -
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

7.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda Nos.
[insert numbers].the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... ***(Supply of PPE's)*** in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

(Amend accordingly if provided by Insurance Company)

7.4 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

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

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

7.5 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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

7.6 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))

7.7 TENDER SECURING DECLARATION FORM

[The Bidder shall complete in this Form in accordance with the instructions indicated]
Date: of Bid Submission] Tender No. of bidding process]

To: [insert complete name of Purchaser]
We, the undersigned, declare that:

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

ITT
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

- (i) Our receipt of a copy of your notification of the name of the successful Bidder;
Or
- ii) Twenty-eight days after the expiration of our Tender

4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the **Joint Venture** that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent

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

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

Dated on day of [Insert date of signing]