



**GEOHERMAL DEVELOPMENT COMPANY LTD
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**TENDER FOR PROVISION OF MECHANICAL HANDLING
EQUIPMENT MAINTENANCE SERVICES FOR A PERIOD OF ONE (1)
YEAR**

Tender No. GDC/EM/OT/020/2016:2017

CLOSING DATE AND TIME: 11th OCTOBER, 2016 AT 11.00AM

**Geothermal Development
Company Ltd (GDC)
P.O. Box 100746-00101
NAIROBI
Tel: +254 719 036000;
020 2427516
Website: www.gdc.co.ke**

TABLE OF CONTENTS

	Page
INTRODUCTION	
SECTION I INVITATION TO TENDER	3
SECTION II INSTRUCTIONS TO TENDERERS.....	5
APPENDIX TO INSTRUCTIONS TO TENDERERS.....	20
Tender Evaluation Criteria	23
SECTION III GENERAL CONDITIONS OF CONTRACT.....	26
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	32
SECTION V SCHEDULE OF REQUIREMENTS.....	34
SECTION VII PRICE SCHEDULE.....	35
SECTION VIII STANDARD FORMS.....	36

SECTION I – INVITATION TO TENDER

TENDER NAME: TENDER FOR PROVISION OF MECHANICAL HANDLING EQUIPMENT MAINTENANCE SERVICES FOR GEOTHERMAL MENENGAI PROJECT.

REF: TENDER NO. GDC/EM/OT/020/2016-2017

Geothermal Development Company Limited (GDC) invites sealed tenders from eligible Service providers for **Provision of Mechanical Handling Equipment Maintenance Services for Geothermal Menengai Project for a period of one (1) year** whose specifications are detailed in the Tender Documents.

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

The document can also be viewed and downloaded from the website www.gdc.co.ke or <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

Tenders **MUST** be accompanied by an Original Bid Security of **Kshs. 200,000** in the form specified in this tender document.

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

The Managing Director,
Geothermal Development Company
P.O Box 100746-00101
NAIROBI, KENYA

And deposited in the tender box at Kawi House Office Ground floor located at South C Bellevue, Off Mombasa Road, Red Cross Road, Not later than **11th October, 2016 at 2.00Pm (1400Hrs.)**

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

Late tenders will not be accepted.

MANAGER, SUPPLY CHAIN

SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS.

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

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The tender document shall be issued out free of charge
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge.

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 of Undertaking not to engage in corrupt practices

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

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

2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to 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 of **Ksh. 200,000** in the form specified in the Invitation to tender.

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 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 an original and 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.

Both envelopes shall be placed in an outer envelope and sealed. The outer envelope shall bear **the tender name, tender number and submission address** and be clearly marked, "**DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE TENDER OPENING COMMITTEE.**"

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’ **Tuesday, 11th October, 2016 at 2.00Pm.**

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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 no later than’ **Tuesday, 11th October, 2016 at 2.00Pm.**

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

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

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 the all tenders in the presence of tenderers' representatives who choose to attend, at **2.00Pm, Tuesday 11th October, 2016** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

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

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

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

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

2.20 Preliminary Examination and Responsiveness

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

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the

tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

- (a) operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring

entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

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

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

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

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

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

2.26 Signing of Contract

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

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

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

2.27 Performance Security

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event

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

2.28 Corrupt or Fraudulent Practices

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

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

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

Appendix to instructions to 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 REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is eligible Bidders for Provision of Mechanical Handling Equipment Maintenance Services for a period of one (1) year
2.2.2	A complete set of the tender document shall be issued to the tenderer free of charge
2.4.1	<p>A prospective tenderer requiring any clarification of the tender document may notify GDC in writing (email in PDF format or by facsimile) at the following address:</p> <p>One copy to: - Manager, Supply Chain Geothermal Development Company Limited, Kawi House, South C Bellevue ,Off Mombasa Road, Red Cross Road P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: dkyaka@gdc.co.ke , pkapto@gdc.co.ke and procurement@gdc.co.ke</p> <p>And one copy to: - Manager, Equipment Maintenance Geothermal Development Company Limited, Kawi House, South C Bellevue ,Off Mombasa Road, Red Cross Road P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: ywanambiro@gdc.co.ke</p> <p>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.</p>

2.4.2	GDC will respond in writing (e-mail in PDF format) to any request for clarification received at least three (3) days prior to the deadline for the submission of tenders.
2.10.1	Prices quoted shall be in Kenya Shillings or an easily convertible foreign currency.
2.12.1	The tender must be accompanied by a an original bid security of Ksh 200,000 in the form of a bank or insurance guarantee.
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 non-responsive and shall be rejected.
2.14.1	The tenderers shall prepare an original and two (2) copies of both sealed tender document
2.16.1	The tender Closing date is on; Tuesday 11th October, 2016 at 2.00Pm
2.22.1	<p>At the preliminary evaluation stage, the following mandatory requirements that determines a bidder's responsiveness will be assessed :-</p> <ul style="list-style-type: none"> a) Completed and Signed Form of Tender b) Tender Security in the format provided in the tender document which should be <i>valid for at least 150 days from the date of opening</i> c) Certificate of Business registration or Incorporation. d) Submit Tax Compliance Certificate valid at the time of opening. For local firms tax compliance shall be verified at the KRA Tax Checker or equivalent for a foreign firm e) Evidence of equipment repair workshop f) Site visit Certificate g) Duly filled and signed Confidential Business Questionnaire h) Dully filled, signed and stamped declaration of undertaking not to engage in corrupt fraudulent practice <p>NB: Bidders who will not meet the above requirements will be declared non-responsive and their bids will not be evaluated further.</p>
2.22.2	In the technical evaluation stage , only bidders who have been found responsive at the preliminary stage will be evaluated on the Compliance to the technical specifications as stipulated in Section V of this tender document

	<p>a) Provide certified recommendation letters of atleast four (4) current/past clients handled in the last two years for service and provision of spares of same model clearly indicating the client/company, contact details, period and quantities/Value.</p> <p>b) Provide a proof showing a current Manufacturer/Dealership letters in regards to the items quoted for in the Schedules. The authenticity of the letter will be verified.</p> <p>c) Bidders will be required to provide a methodology on how they intend to carry out the maintenance services. They will be required to also provide a quarterly report on equipment condition for every machine model quoted for.</p> <p>d) The Price schedule must be quoted for with completeness in order to qualify as responsive. Each schedule shall be <i>evaluated and awarded separately</i>.</p> <p>Bids not meeting the technical specifications will be declared non-responsive and will not be evaluated further.</p> <p><u>Financial Evaluation</u> The bids will be checked for costing of all items, services and payment terms</p>
2.25.1	The successful and unsuccessful tenderers shall be notified of the outcome
2.27.1	The performance security shall be 10% of the contract sum in the form of a bank guarantee from a local bank.

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

Page

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

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.5 Patent Right's

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

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

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

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

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 any time 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 Geothermal Development Company Limited of Kawi House, South C Off Mombasa Road, Nairobi, Kenya. It includes the Purchaser's legal representative's successors or assigns
3.3	The bidders shall ensure spare parts supplied are new, original & genuine spare parts for a period of one (1) year.
3.7.1 <i>Performance Security</i>	The performance security shall be Kshs 100,000 in the form of a bank guarantee issue by a local Kenyan Bank. The performance security shall be cashed if the supplier shall not deliver the services as per the agreed timelines and if it does not conform to agreed standard.
3.10.1 Term of Services	The period for which the services to be performed shall be for one (1) years period.
3.12.1 <i>Payment Terms & Conditions</i>	<ul style="list-style-type: none"> i. The Purchaser shall upon execution of this Agreement issue a Contract the provision of the services. GDC shall issue LPO for any service to be performed. ii. The credit period shall be thirty (30) days upon receipt of certified invoices and delivery notes confirming that the invoiced services have been delivered and the service was in accordance with the contract. iii. Payment shall be made through Geothermal Development Company's cheque or telegraphic transfer of the contract. iv. Advance Payment shall not apply.
3.13	Prices charged by the tenderer for the services performed under the Contract for the period of one (1) year shall not vary from the prices quoted by the tenderer in the tender. <u>No correction of errors.</u>

	<p>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.</p>
<p>3.18.1 Resolution of Disputes</p>	<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.</p>
<p>Notices:</p>	<p>Each party's address for the service of notice shall be the below mentioned address or such other address as it specifies by notice to the other;</p> <p>For the Procuring Entity:</p> <p style="text-align: center;">The Managing Director & CEO, Geothermal Development Company Ltd (GDC) Kawi House, South C Bellevue Off Mombasa Road, Tel: 0719037000, 0719036000 P.O. Box 100746 – 00101 NAIROBI, KENYA</p> <p>Any notice given under the Agreement shall be in writing and may be served:</p> <ul style="list-style-type: none"> i. personally; ii. by registered or recorded delivery mail; iii. by e-mail, telex or facsimile transmission (the latter confirmed by telex or post); or iv. by any other means which any party specifies by notice to the others. <p>Notice shall be deemed to have been served:</p> <ul style="list-style-type: none"> i. if it was served in person, at the time of service; ii. if it was served by post, 72 hours after it was posted; and iii. If it was served by e-mail, telex or facsimile transmission, at the time of transmission.

SECTION V – DESCRIPTION OF SCOPE OF SERVICES & SCHEDULE OF REQUIREMENTS

5.1 Introduction

GDC is a state-owned company tasked with the development of geothermal energy in Kenya towards the achievement of the country's Vision 2030. GDC owns Seven (7) deep well drilling rigs currently drilling in Menengai, which is approximately 184 kilometers from Nairobi.

GDC therefore seeks to enter into a **1 Year** maintenance service contract with suitable firms who are either **Dealers** or **Agents** of the stated equipment.

5.1.1 Scope of works

The maintenance service contracts will cover:

- Provision of spare parts
- Installation of spare parts
- Minor Service: All inspections, replacements and procedures to be done during the Minor Service shall be carried out as outlined in the equipment maintenance manual and at time intervals as recommended in the maintenance manual.
- Major Service: All inspections, replacements and procedures to be done during the Major Service shall be carried out as outlined in the equipment maintenance manual and at time intervals as recommended in the maintenance manual.
- Break-down Services: Breakdown service is any unscheduled service resulting from unexpected failure of equipment. Breakdown service is aimed at restoring the equipment to normal operation as soon as possible to minimize downtime.

5.1.2 Quality of spare parts.

For all Spare parts only genuine original and manufacturer's approved parts and material shall be used.

5.1.3 Quality of Maintenance Services.

Provisional list of maintenance services:

- Mechanical repairs.
- Body repairs.
- Spray painting.
- Wheel alignment.
- Wheel balancing.
- Puncture repairs.
- Tyre fitting service.

- Contractor to state warranty conditions applicable to spare parts
- Time to report to location is 9am with repairs commencing thereafter
- A list of equipment for the Workshops: (including the detailed description of the capacity of the workshop: adequate storage facilities for spare parts, along with corresponding pictures). - Contractor should provide the sub-contractors name and address. The Contracting Authority reserves the right to inspect the workshops listed by the tenderer so as to verify the actual capability to perform the required ancillary services and ensure protection for the GDC assets.
- Genuine, New, original and manufacturer's approved parts and material shall be used.
- Spare parts for minor service must be locally available within 24hrs upon receipt of LPO to GDC operation site
- Spare parts for breakdown service must be available within 10 working days upon receipt of LPO to GDC operation site
- The contractor will perform all services to the highest quality and at least to a level that is in accordance with the vehicle manufacturer's Workshop Manual and any changes or alteration as defined by the Contracting Authority.
- Where no specific instructions are provided by the manufacturer, the Service Provider will maintain a standard in keeping with the highest levels in the automotive industry, based on the vehicle road worthiness testing to Kenyan acceptable standards.
- The interior of the vehicles will be protected at all times to ensure that the interior furnishings are not damaged or soiled in any way.
 - Basic Scheduled service:
Areas to be covered during a basic scheduled service (provisional list):
 - All Oils and Fluids
 - All Filters
 - Electrical System
 - Brakes
 - Steering Suspension
 - Transmission

- Full inspection of the chassis, body and safety features of the vehicle must be incorporated into each, scheduled maintenance.
- The Service Provider will not touch or tamper with any part of a vehicle that does not require inspection as part of the provision of any service under this contract. The Service Provider will be responsible for the repair or replacement of any parts that are damaged through such unauthorized tampering.

5.1.4 Inspection and testing

1. The Contracting authority must be provided access at all times to inspect parts supplied to ensure they are New, genuine and without defects. All used parts must be set aside for verification by the contracting authority before disposal and remain GDC's property
2. All service and repair work must be approved by a GDC Maintenance Engineer /Technician. Any unsatisfactory work as identified by the GDC Maintenance Engineer /Technician will be rectified by the Contractor at its own expenses.
3. The Certificate of Provisional Acceptance must be issued and signed by both the contractor and the Contracting Authority after the service is performed and accepted.

5.1.5 Sequence of Events

The following aims at highlighting in sequential order the course of events for the performance of the maintenance services.

1. The servicing schedule will be in accordance with the manufacturer's recommendations and any changes or alterations as defined by the Employer
2. The Employer will make available, at a pre-booked time and date to the contractor any vehicle that is due to have scheduled maintenance or servicing. The CA will endeavor to make the vehicles available for scheduled maintenance and servicing at staggered intervals to avoid overbooking. However, for operational reasons, some vehicles may not be available for scheduled maintenance and the Contracting Authority is under no obligation to make the vehicle available.
3. The contractor will be notified with an emailed service order by GDC Equipment Maintenance Manager/ Maintenance Engineer when a vehicle is

due for maintenance or repair. This notification will include description of fault and requested date of submission.

4. Where additional services or parts are required for completion of services the contractor will send prompt information to GDC Equipment Maintenance Manager/ Maintenance Engineer with an estimation of the parts and labour required. The quotation will be sent to GDC Equipment Maintenance Manager/ Maintenance Engineer for approval in advance of any repair taking place.
5. The Contractor will arrange all parts needed to be delivered to their premises.
6. Repairs will be completed in the shortest possible time using, where available, parts that are held in stock by the contractor. Where a part is not in stock, the contractor will confirm in writing to the GDC Equipment Maintenance Manager/ Maintenance Engineer when the part will be available. In accordance set time limits stipulated, the time limits for the availability of the spare parts shall be within 10 working days, (ten days).
7. Basic Scheduled service:
 - a. Areas to be checked during a basic scheduled service (provisional list):
 - i. All Oils and Fluids
 - ii. All Filters
 - iii. Electrical System
 - iv. Brakes
 - v. Steering Suspension
 - vi. Transmission
 2. Full inspection of the chassis, body and safety features of the vehicle must be incorporated into each, scheduled maintenance.
 3. Invoicing will be once a month by vehicle.
 4. The contractor will be wholly responsible for any parts taken from the Employer. Any damage incurred will be rectified by the contractor at his own cost.
 5. The contractor will not touch or tamper with any part of a vehicle that does not require inspection as part of the provision of any service under this

contract. The contractor will be responsible for the repair or replacement of any parts that are damaged through such unauthorized tampering.

6. All invoicing must be presented to the Equipment Maintenance Manager detailing parts and labour as proof that this work has been carried out. These must include original and copy and be by vehicle number
7. GDC has the right to independently test the spare parts provided by the contractor to ascertain they are genuine. If an independent test reveals these standards are not met, GDC has the right to request the removal of such spare-part and have them replaced at no cost to GDC, including any transportation or handling costs.
8. The Contractor Authority may ask the Contractor to purchase the spare parts to maintain the stock for GDC usage. The stock will be kept in the Contractor’s premises. The GDC Equipment Maintenance Manager/ Maintenance Engineer will have possibility to inspect the stock at any time.
9. The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship. This warranty shall remain valid for 1 year after provisional acceptance.

SCOPE OF WORKS- MECHANICAL HANDLING EQUIPMENT MAINTENANCE SERVICES

GDC has mechanical handling equipment used for rig moves and general material handling operations at various drilling and stores site.

S/N	DESCRIPTION	QTY
1.	CRANES XCMG 50Ton	12
2.	FORKLIFT DALIAN 10Ton	10
3.	WHEEL LOADER XCMG	6
4.	FORKLIFT DALIAN 2.5Ton	4
5.	MANRIDER XCMG	6
6.	LIFTING TRUCK	2

This equipment requires minor, major & breakdown services to ensure smooth drilling operations at the drilling sites.

SCHEDULE ONE (1) CRANES MAINTENANCE SERVICES
CRANE DETAILS

Cranes model: QY50K-I
 Engine model: WD615.46
 Chassis model: LXGCPA402DA

MANDATORY REQUIREMENTS

1. Evidence of experience in handling that particular model of equipment e.g. recommendation letter/LPO's/Invoices from clients they have worked for before
2. At least 5 years' experience in repair services of such equipment
3. Evidence of equipment repair workshop
4. Site visit to Menengai Nakuru is a must
5. Evidence of dealership or agent for stated equipment
6. Spare parts for minor service must be locally available within 24hrs upon receipt of LPO to GDC operation site
7. Spare parts for breakdown service must be available within 10 working days upon receipt of LPO to GDC operation site

A) **MINOR SERVICES**

Minor services will be done by the bidder according to the Original Equipment Manufacturers' (OEM) Operations and Maintenance Manual (EOM) with service parts provided by Bidder.

B) **MAJOR SERVICES**

Major services will be done by the bidder according to the Original Equipment Manufacturers' (OEM) Operations and Maintenance Manual (EOM) with service parts provided by Bidder.

C) **BREAK DOWN SERVICES**

In the event of break down, bidder personnel will visit the site within 24 hrs to troubleshoot and recommend corrective action to be undertaken. Proforma invoice/quote shall be issued before repair works could commence.

SCHEDULE OF REQUIREMENT

No.	Description	Duration
1.	Service & Spare parts for Crane maintenance services	1 year

PRICE SCHEDULE ONE (1)

A) MINOR SERVICE PARTS & LABOUR

500 hrs. service

S/N	DETAIL	PART NUMBER	UNIT COST	QTY	TOTAL COST	WARRANTY PERIOD
1	Fuel Filter	xd130003				

2	Oil Filter	qj1001003				
3	Air Element	gj001001				
4	Water Separators	6.126E+11				
5	Hydraulic Filters	xd130011				

S/N	DETAIL	EA	UNIT COST	TOTAL COST
1	ENGINEER CALL OUT RATE/ DAY			
2	TRANSPORT TO MENENGAI SITE			

S/N	DETAIL	EA	UNIT COST	TOTAL COST
1	ENGINEER CALL OUT RATE/ DAY			
2	TRANSPORT TO MENENGAI SITE			

B) MAJOR SERVICE PARTS & LABOUR

1000 hrs. service					
S/N	DETAIL	PCS	UNIT COST	TOTAL COST	WARRANTY PERIOD
1					
2					
3					

S/N	DETAIL	EA	UNIT COST	TOTAL COST
1	ENGINEER CALL OUT RATE/ DAY			
2	TRANSPORT TO MENENGAI SITE			

C) BREAKDOWN SERVICES

S/N	DETAIL	EA	UNIT COST	TOTAL COST
1	ENGINEER CALL OUT RATE/ DAY			

2	TRANSPORT TO MENENGAI SITE			
S/N	DETAIL	EA	UNIT COST	TOTAL COST
1	ENGINEER CALL OUT RATE/ DAY			
2	TRANSPORT TO MENENGAI SITE			

OTHER CRANE SPARES

s/n	PART NO	Parts needed	QTY	UNIT COST	TOTAL COST	WARRANTY PERIOD
1	QY50K.65.6	Hour metre	5			
2	RDGD/53-07011	Operation room down window screen	2			
3	GB/T71-1985	Horizontal cylinder adjust bolt	4			
4		Slip ring	3			
5	RDG/84-07030	Front mount board	2			
6		safety latches (small and big)	4			
7	GB/T3452.1=1992	Elevation cylinder seal kit	1			
8	20240228	Horseman switches	5			
9	10200162	Main winch drum	2			
10	3842017	Height limit switch	5			
11	10130438	Rotator seal kit	10			
12	10470020	Fuel pipe	2			
13	RDGDX/28- 00010	Front bumper	3			
14	RDGD/53-07120	complete harness(control room)	1			
15	10200162	Centre rotator	6			
16	XZ50K_26II_1A	main winch cable	1			
17	XZ16K.58.5	main leaf spring rear	40			
18	XZ16K.58-10	centre bolts	30			
19	XZ16K.58-6	second leaf spring rear	30			
20	XZ25K.45.15	starter motor	4			
21	CA9083	Hose for horn	1			
22	10100252	Stop solenoid switch	6			
23		Engine oil dipping stick	1			
24	XZ16K.58-7	front arm bushes	10			

25	10810019	Engine top cover oil seal kit	1			
26	XZ16K.55-12	rear arm bushes	50			
27	11211926	exhaust cylinder	1			
28	LE-82*64-Z620-9	fan blade	3			
29	10310513	Gear exchanger box	2			
30	3000093	Pat Sensor	4			
31	106102063	Pat length cable	4			
32	JJ5A-2000Z	Door handle left and right	2			
33	XZ16K.58.18-3	rear spring bushes	10			
34	10440014	Bumping rubbers	40			
35	10310266	Wheel stud	60			
36	11211162	Boom seal kit	6			
37	B24NXJ6	Differential connecting shaft	5			
38	10100101	Safety valve of horizontal cylinder	5			

NB:

- All prices/Rates quoted shall be inclusive of 16% VAT & transport to Menengai

- The bidder may provide a breakdown of the Unit rates for all other services expected to be performed that has not been specified above i.e. in case of unforeseen breakages for the equipment's.

SCHEDULE TWO (2) FORKLIFT MAINTENANCE SERVICES

GDC has 14 fourteen forklift used for rig moves and general material handling operations at various drilling and stores site.

All cranes are of Dalian make with 10 tonnes and 2.5 tonnes lifting capacity and require minor, major & breakdown services to ensure smooth working operations at the drilling sites.

FORKLIFT DETAILS

1. 10T Dalian 100 forklift (Engine Isuzu & Mitsubishi)
 - Engine: 6D16-A41929
 - Chassis No: 100XB51-111103HJ
2. 2.5T Dalian forklift (Mitsubishi)
 - Engine: 991631
 - Chassis No: D110250105

MANDATORY REQUIREMENTS

1. Evidence of experience in handling that particular model of equipment e.g. recommendation letter/LPO's/Invoices from clients they have worked for before
2. At least 5 years' experience in repair services of such equipment
3. Evidence of equipment repair workshop
4. Site visit to Menengai Nakuru is a must
5. Evidence of dealership or agent for stated equipment
6. Spare parts for minor service must be locally available within 24hrs upon receipt of LPO to GDC operation site
7. Spare parts for breakdown service must be available within 10 working days upon receipt of LPO to GDC operation site

A) MINOR SERVICES

Minor services will be done by the bidder according to the Original Equipment Manufacturers' (OEM) Operations and Maintenance Manual (EOM) with service parts provided by Bidder.

B) MAJOR SERVICES

Major services will be done by the bidder according to the Original Equipment Manufacturers' (OEM) Operations and Maintenance Manual (EOM) with service parts provided by Bidder.

C) BREAK DOWN SERVICES

In the event of break down, bidder personnel will visit the site within 24 hrs to troubleshoot and recommend corrective action to be undertaken. Proforma invoice/quote shall be issued before repair works could commence.

SCHEDULE OF REQUIREMENT

No.	Description	Duration
1.	Service & Spare parts for Forklift maintenance services	1 year

PRICE SCHEDULE TWO (2)

D) MINOR SERVICE PARTS & LABOUR (10T forklift)

500 hrs. service

S/N	DETAIL	PART NUMBER	UNIT COST	QTY	TOTAL COST	WARRANTY PERIOD
1	Isuzu Engine Oil Filter	63051				
2	Isuzu Engine Fuel Filter	132400740				
3	Air Element	0552-3162512				
4	Fuel-Water Separator	DX150				
5						
6						
7						

S/N	DETAIL	EA	UNIT COST	TOTAL COST
1	ENGINEER CALL OUT RATE/ DAY			
2	TRANSPORT TO MENENGAI SITE			

S/N	DETAIL	EA	UNIT COST	TOTAL COST
1	ENGINEER CALL OUT RATE/ DAY			
2	TRANSPORT TO MENENGAI SITE			

MINOR SERVICE PARTS & LABOUR (2.5T forklift)

500 hrs. service (2.5T forklift)

S/N	DETAIL	PART NUMBER	UNIT COST	QTY	TOTAL COST	WARRANTY PERIOD
1	Fuel Filter	ME035829				
2	Oil Filter	8944309830				
3	Air Element	KW1122A				
4	Fuel Water Separator	8-931156-634-0				
5						

S/N	DETAIL	EA	UNIT COST	TOTAL COST
1	ENGINEER CALL OUT RATE/ DAY			
2	TRANSPORT TO MENENGAJ SITE			

E) MAJOR SERVICE PARTS & LABOUR (forklift)

MAJOR SERVICE PARTS & LABOUR (10T forklift)					
1000 hrs. service					
S/N	DETAIL	PCS	UNIT COST	TOTAL COST	WARRANTY PERIOD
1					
2					
3					

MAJOR SERVICE PARTS & LABOUR (2.5T forklift)					
1000 hrs. service					
S/N	DETAIL	PCS	UNIT COST	TOTAL COST	WARRANTY PERIOD
1					
2					
3					

S/N	DETAIL	EA	UNIT COST	TOTAL COST
1	ENGINEER CALL OUT RATE/ DAY			
2	TRANSPORT TO MENENGAJ SITE			

F) BREAKDOWN SERVICES (Both 10Ton& 2.5 Ton forklift)

S/N	DETAIL	EA	UNIT COST	TOTAL COST
1	ENGINEER CALL OUT RATE/ DAY			
2	TRANSPORT TO MENENGAI SITE			

NB:

- All prices/Rates quoted shall be inclusive of 16% VAT & transport to Menengai
- The bidder may provide a breakdown of the Unit rates for all other services expected to be performed that has not been specified above i.e. in case of unforeseen breakages for the equipment's.

SCHEDULE THREE (3) MANRIDER MAINTENANCE SERVICES

MAN RIDER DETAILS

XCMG Make: jmc 2.8l diesel

MANDATORY REQUIREMENTS

1. Evidence of experience in handling that particular model of equipment e.g. recommendation letter/LPO's/Invoices from clients they have worked for before
2. At least 5 years' experience in repair services of such equipment
3. Evidence of equipment repair workshop
4. Site visit to Menengai Nakuru is a must
5. Evidence of dealership or agent for stated equipment
6. Spare parts for minor service must be locally available within 24hrs upon receipt of LPO to GDC operation site
7. Spare parts for breakdown service must be available within 10 working days upon receipt of LPO to GDC operation site

A) MINOR SERVICES

Minor services will be done by the bidder according to the Original Equipment Manufacturers' (OEM) Operations and Maintenance Manual (EOM) with service parts provided by Bidder.

B) MAJOR SERVICES

Major services will be done by the bidder according to the Original Equipment Manufacturers' (OEM) Operations and Maintenance Manual (EOM) with service parts provided by Bidder.

C) BREAK DOWN SERVICES

In the event of break down, bidder personnel will visit the site within 24 hrs to troubleshoot and recommend corrective action to be undertaken. Proforma invoice/quote shall be issued before repair works could commence.

SCHEDULE OF REQUIREMENT

No.	Description	Duration
1.	Service & Spare parts for Man rider maintenance services	1 year

PRICE SCHEDULE THREE (3)

A) MINOR SERVICE PARTS & LABOUR

500 hrs. service

S/N	DETAIL	PART	UNIT	QT	TOTAL	WARRANT
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S/N	DETAIL	EA	UNIT COST	TOTAL COST
1	ENGINEER CALL OUT RATE/ DAY			
2	TRANSPORT TO MENENGAI SITE			

		NUMBER	COS T	Y	COST	Y PERIOD
1	Fuel Filter	3000120				
2	Oil Filter	0576-88983318				
3	Air Element	110923009				
4						
5						

B) MAJOR SERVICE PARTS & LABOUR

1000 hrs. service

S/N	DETAIL	PART NUMBER	UNIT COS T	QT Y	TOTAL COST	WARRANT Y PERIOD
1						
2						
3						
4						
5						

S/N	DETAIL	EA	UNIT COST	TOTAL COST
1	ENGINEER CALL OUT RATE/ DAY			
2	TRANSPORT TO MENENGAI SITE			

C) BREAKDOWN SERVICES (Man rider)

S/N	DETAIL	EA	UNIT COST	TOTAL COST
1	ENGINEER CALL OUT RATE/ DAY			
2	TRANSPORT TO MENENGAI SITE			

NB:

- All prices/Rates quoted shall be inclusive of 16% VAT & transport to Menengai
- The bidder may provide a breakdown of the Unit rates for all other services expected to be performed that has not been specified above i.e. in case of unforeseen breakages for the equipment's.

SCHEDULE FOUR (4) WHEEL LOADER MAINTENANCE SERVICES

WHEEL LOADER DETAILS

XCMG MODEL: ZL50G

ENGINE MODEL: SC11CB220G2B1

MANDATORY REQUIREMENTS

1. Evidence of experience in handling that particular model of equipment e.g. recommendation letter/LPO's/Invoices from clients they have worked for before
2. At least 5 years' experience in repair services of such equipment
3. Evidence of equipment repair workshop
4. Site visit to Menengai Nakuru is a must
5. Evidence of dealership or agent for stated equipment
6. Spare parts for minor service must be locally available within 24hrs upon receipt of LPO to GDC operation site
7. Spare parts for breakdown service must be available within 10 working days upon receipt of LPO to GDC operation site

A) MINOR SERVICES

Minor services will be done by the bidder according to the Original Equipment Manufacturers' (OEM) Operations and Maintenance Manual (EOM) with service parts provided by Bidder.

B) MAJOR SERVICES

Major services will be done by the bidder according to the Original Equipment Manufacturers' (OEM) Operations and Maintenance Manual (EOM) with service parts provided by Bidder.

C) BREAK DOWN SERVICES

In the event of break down, bidder personnel will visit the site within 24 hrs to troubleshoot and recommend corrective action to be undertaken. Proforma invoice/quote shall be issued before repair works could commence.

SCHEDULE OF REQUIREMENT

No.	Description	Duration
1.	Service & Spare parts for Wheel loader maintenance services	1 year

PRICE SCHEDULE FOUR (4)

A) MINOR SERVICE PARTS & LABOUR

500 hrs. service

S/N	DETAIL	PART NUMBER	UNIT COST	QTY	TOTAL COST	WARRANTY PERIOD
1	primary fuel filter	C85AB-85AB302+B				
2	secondary fuel filter	D638-002-02+B				
3	oil filter	C18AB-1R0658+B				
4	air element	019-138901				
5						

S/N	DETAIL	EA	UNIT COST	TOTAL COST
1	ENGINEER CALL OUT RATE/ DAY			
2	TRANSPORT TO MENENGAJ SITE			

B) MAJOR SERVICE PARTS & LABOUR

1000 hrs. service

S/N	DETAIL	PART NUMBER	UNIT COST	QTY	TOTAL COST	WARRANTY PERIOD
1						
2						
3						
4						
5						

S/N	DETAIL	EA	UNIT COST	TOTAL COST
1	ENGINEER CALL OUT RATE/ DAY			
2	TRANSPORT TO MENENGAJ SITE			

C) BREAKDOWN SERVICES (Wheel loader)

S/N	DETAIL	EA	UNIT COST	TOTAL COST
1	ENGINEER CALL OUT RATE/ DAY			
2	TRANSPORT TO MENENGAI SITE			

NB:

- All prices/Rates quoted shall be inclusive of 16% VAT & transport to Menengai
- The bidder may provide a breakdown of the Unit rates for all other services expected to be performed that has not been specified above i.e. in case of unforeseen breakages for the equipment's.

SCHEDULE FIVE (5) LIFTING TRUCK MAINTENANCE SERVICES
LIFTING TRUCK OF THE FOLLOWING SPECIFICATIONS:

- 6 x 4 Truck
- 6 cylinder water cooled super charged intercooler diesel engine
- Over 190 kw engine power
- Service, repair and maintenance for the engine and transmission system

Crane specifications: Truck crane 12 TONS KERUI GROUP

Model S0123A3T. Serial No. 81233

Max Lifting moment 30Ton

Manufacture Date. Oct, 2010

Service and repairs for the boom

- Hydraulic cylinders for the telescope boom and outrigger system

- Crane rotating worm gear and pump system
- Lifting wire rope, boom, Hook block and sheaves

1. MAJOR SERVICE AND MINOR SERVICE REQUIRED

MAJOR

- Overhaul of lifting devices-Changing of the lifting cables.
- Engine overhaul for KBN 658E to correct the power loss.

MINOR REPAIRS

- Replacement of Center Rubber Bearing.

3. BREAKDOWN REPAIRS

- Hydraulic system- leakages
- Lifting wire rope & pulley system-the telescopic boom pulley is worn out, the plate of the outrigger is worn out and general electrical wiring problems.
- Flat batteries

MANDATORY REQUIREMENTS

1. Evidence of experience in handling that particular model of equipment e.g. recommendation letter/LPO's/Invoices from clients they have worked for before
2. At least 5 years' experience in repair services of such equipment
3. Evidence of equipment repair workshop
4. Site visit to Menengai Nakuru is a must
5. Evidence of dealership or agent for stated equipment
6. Spare parts for minor service must be locally available within 24hrs upon receipt of LPO to GDC operation site
7. Spare parts for breakdown service must be available within 10 working days upon receipt of LPO to GDC operation site

PRICE SCHEDULE FIVE (5)

A) MINOR SERVICE PARTS & LABOUR

S/N	DETAIL	PART NUMBER	UNIT COST	QTY	TOTAL COST	WARRANTY PERIOD
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1	Replacement of Center Rubber Bearing					
2	Fuel filters					
3	Diesel filters					
4						
5						

S/N	DETAIL	EA	UNIT COST	TOTAL COST
1	ENGINEER CALL OUT RATE/ DAY			
2	TRANSPORT TO MENENGAI SITE			

B) MAJOR SERVICE PARTS & LABOUR

S/N	DETAIL	PART NUMBER	UNIT COST	QTY	TOTAL COST	WARRANTY PERIOD
1	Overhaul of lifting devices- Changing of the lifting cables.					
2	Engine overhaul for KBN 658E to correct the power loss.					
3	Hydraulic system- leakages					
4	Lifting wire rope & pulley system-the telescopic boom pulley is worn out, the plate of the outrigger is worn out and general electrical wiring problems.					
5	Flat batteries					

S/N	DETAIL	EA	UNIT COST	TOTAL COST
1	ENGINEER CALL OUT RATE/ DAY			
2	TRANSPORT TO MENENGAI SITE			

C) BREAKDOWN SERVICES

S/N	DETAIL	EA	UNIT COST	TOTAL COST
1	ENGINEER CALL OUT RATE/ DAY			
2	TRANSPORT TO MENENGAI SITE			

NB:

- All prices/Rates quoted shall be inclusive of 16% VAT & transport to Menengai

- The bidder may provide a breakdown of the Unit rates for all other services expected to be performed that has not been specified above i.e. in case of unforeseen breakages for the equipment's.

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Declaration of undertaking not to engage in Corrupt Fraudulent Practice – Bidders MUST sign, Fill & Stamp the declaration form not to engage in corrupt practices
3. Mandatory Confidential Business Questionnaire - Bidder MUST Fill, Sign & Stamp the questionnaire
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.

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 receipt of which is hereby duly acknowledged, we, the undersigned, offer to, (.....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 deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. 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)*.

4. We agree to abide by this Tender for a **period of days(Tenderer please indicate validity of your tender)** 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. 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.

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

Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 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))

8.3 MANDATORY 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>

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.....

Name of your bankers.....

Branch.....

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>
	<p>Part 2 (b) – Partnership</p>

	<p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th data-bbox="228 264 326 296">Name</th> <th data-bbox="516 264 667 296">Nationality</th> <th data-bbox="813 264 1052 296">Citizenship details</th> <th data-bbox="1175 264 1263 296">Shares</th> </tr> </thead> <tbody> <tr> <td data-bbox="289 342 326 373">1.</td> <td colspan="3" data-bbox="326 342 1425 373">.....</td> </tr> <tr> <td data-bbox="289 380 326 411">2.</td> <td colspan="3" data-bbox="326 380 1425 411">.....</td> </tr> <tr> <td data-bbox="289 417 326 449">3.</td> <td colspan="3" data-bbox="326 417 1425 449">.....</td> </tr> <tr> <td data-bbox="289 455 326 487">4.</td> <td colspan="3" data-bbox="326 455 1425 487">.....</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 data-bbox="228 932 326 963">Name</th> <th data-bbox="516 932 667 963">Nationality</th> <th data-bbox="813 932 1052 963">Citizenship details</th> <th data-bbox="1175 932 1263 963">Shares</th> </tr> </thead> <tbody> <tr> <td data-bbox="289 1010 326 1041">1.</td> <td colspan="3" data-bbox="326 1010 1425 1041">.....</td> </tr> <tr> <td data-bbox="289 1047 326 1079">2.</td> <td colspan="3" data-bbox="326 1047 1425 1079">.....</td> </tr> <tr> <td data-bbox="289 1085 326 1117">3.</td> <td colspan="3" data-bbox="326 1085 1425 1117">.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.			2.			3.						
Name	Nationality	Citizenship details	Shares																		
1.																				
2.																				
3.																				
	<p>Date.....Signature of Candidate.....</p>																				

8.4 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)

8.5 PERFORMANCE SECURITY FORM

To
[Name of procuring entity]

WHEREAS [Name of tenderer] (Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [Reference number of the contract] dated _____ 20 _____ to _____ supply [Description of goods] (Hereinafter called “the Contract”).

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

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

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

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

Signed and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

