



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

**TENDER FOR SLOTTING OF 7” OD LINERS FOR BARINGO-SILALI  
GEOHERMAL PROJECT.**

**NATIONAL OPEN TENDER**

**GDC/DO/OT/020/17:18**

**CLOSING DATE AND TIME: 19<sup>th</sup> OCTOBER, 2017 AT 2:00PM**

## TABLE OF CONTENTS

		Page
SECTION I	INVITATION TO TENDER.....	4
SECTION II	INSTRUCTIONS TO TENDERERS.....	6
	APPENDIX TO INSTITUTIONS TO TENDER .....	16
SECTION III	GENERAL CONDITIONS OF CONTRACT.....	19
SECTION IV	SPECIAL CONDITIONS OF CONTRACT.....	26
SECTION V	SCHEDULE OF REQUIREMENTS.....	28
SECTION VI	SCHEDULE OF PRICES.....	32
SECTION VII	STANDARD FORMS.....	33

## SECTION I: INVITATION TO TENDER

**TENDER REF NO: GDC/DO/OT/020/17:18**

**DATE: 25/09/2017**

### **TENDER DESCRIPTION: TENDER FOR OF SLOTTING OF 7” OD LINERS FOR BARINGO-SILALI GEOTHERMAL PROJECT**

Geothermal Development Company Limited (GDC) invites sealed tenders from eligible Kenyan Firm Service providers for **Slotting of 7” OD Liners for Baringo-Silali North Rift Region** 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. Bidders who download the tender document from the website must forward their particulars immediately for records and any further tender clarifications and addenda issued

Tenders **MUST** be accompanied by an original bid security of **Kes. 300,000.00** in the form specified in the tender document.

Any additional information, addendums or clarifications in respect to this tender will be available in GDC website [www.gdc.co.ke](http://www.gdc.co.ke) or IFMIS portal. All bidders are advised to regularly check the website during the bidding period.

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

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

and deposited in the tender box at GDC Kawi House Office Ground Floor, located at South C Bellevue, Off Mombasa Road, Red Cross Road, not later than **19<sup>th</sup> October, 2017 at 2.00pm (1400Hrs)**.

There will be a Mandatory site visit on **4/10/2017 at Kabarak at 11.00am**. Prospective bidders are requested to assemble at GDC Offices at Polo Centre, Kenyatta Avenue, Nakuru County at 10.00am. All arrangements for travelling and accommodation shall be the responsibility of the tenderer. Four wheel drive vehicles are recommended. Each tenderer shall complete the certificate of tenderers visit to the site

*020 Tender for Slotting of 7” OD Liners for Baringo-Silali North Rift Region*

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

**MANAGER, SUPPLY CHAIN**

## SECTION II – INSTRUCTIONS TO TENDERERS

<b>TABLE OF CONTENTS.</b>		<b>Page</b>
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 as prescribed in section 66 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/= or free of charge for bidders that download the tender from GDC Website [www.gdc.co.ke](http://www.gdc.co.ke)
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

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

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

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

## **2.4 Clarification of Documents**

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”
- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5 Amendment of documents**

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

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with 2.3 above.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## 2.8 **Form of Tender**

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

## 2.9 **Tender Prices**

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

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

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

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

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

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

## 2.10 **Tender Currencies**

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

## 2.11 **Tenderers Eligibility and Qualifications.**

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

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

## 2.12 **Tender Security**

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

2.12.2 The tender security shall be in the **amount of Ksh 300,000**



- 2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
  - b) Such insurance guarantee approved by the Authority.
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible, 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 2.26, and furnishing the performance security, pursuant to paragraph 2.27.
- 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 2.26
    - or**
    - (ii) to furnish performance security in accordance with paragraph 2.27
  - (c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

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

## 2.14 **Format and Signing of Tender**

- 2.14.1 Bidders shall prepare **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.
- 2.14.2 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 19<sup>th</sup> October, 2017 at 2.00p.m (1400Hrs)”**
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## 2.16 **Deadline for Submission of Tenders**

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than, **19<sup>th</sup> October, 2017 at 2.00p.m (1400Hrs)**
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

## 2.17 **Modification and withdrawal of tenders**

- 2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification , including substitution or withdrawal

of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

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

## **2.18 Opening of Tenders**

2.18.1 GDC will open all tenders in the presence of tenderers' representatives who choose to attend on **19<sup>th</sup> October, 2017 at 2.00pm (1400Hrs)** and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

## **2.19 Clarification of tenders**

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

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

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

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a single currency**

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

## **2.22 Evaluation and comparison of tenders.**

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
- (a) Operational plan proposed in the tender;
  - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.20 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 2.24 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 2.26. 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 2.26 or paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## 2.28 **Corrupt or Fraudulent Practices**

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

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

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

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1.1	The tender is eligible to Kenyan Firms Only for Slotting of 7” OD Liners for Baringo-Silali Geothermal Project at GDC Kabarak Yard, Nakuru County.
2.4.1	<p>A prospective tenderer requiring any clarification of the tender document may notify GDC in writing (email in PDF format or by facsimile) at the following address:</p> <p>One copy to: -            Manager, Supply Chain            Geothermal Development Company Limited,            Kawi House Office,            P.O. Box 100746 – 00101            NAIROBI, KENYA            E-mail: <a href="mailto:procurement@gdc.co.ke">procurement@gdc.co.ke</a>            Copy to: <a href="mailto:dkyaka@gdc.co.ke">dkyaka@gdc.co.ke</a> &amp; <a href="mailto:pkapto@gdc.co.ke">pkapto@gdc.co.ke</a></p> <p><u>And</u> One copy to: -            Manager, Drilling Operations            Geothermal Development Company Limited,            P.O. Box 100746 – 00101            NAIROBI, KENYA            E-mail: <a href="mailto:jmaleche@gdc.co.ke">jmaleche@gdc.co.ke</a>            Copy to: <a href="mailto:gkinyanjui@gdc.co.ke">gkinyanjui@gdc.co.ke</a></p> <p>GDC will respond in writing (e-mail in PDF format) to any request received at least <b>seven (7) days</b> prior to the deadline for the submission of tenders.  <b>NB: Any request for clarification must be in the firm’s letterhead and signed, and must be in reference to the specific parts of the tender document properly numbered.</b></p>
2.10.1	<p>Prices quoted <b>shall</b> be in Kenya Shillings.  <u><b>No correction of arithmetic errors.</b></u>            The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.</p>
2.12.2	The tenderer shall furnish, as part of its tender, a tender security in <b>the amount of Ksh 300,000</b> The tender security should be <b>valid for a period of 30days</b> beyond the tender validity period. .i.e. <b>150 days from the date of tender opening.</b>
2.13.1	The tender validity period is 120 days from the date of tender opening. A tender valid for a shorter period shall be considered as non-responsive and shall be rejected.
2.14.1	The tenderer should submit an Original and two (2) copies of the tender.
2.16.1	The Tender Closing date is on <b>Thursday 19<sup>th</sup> October, 2017 at 2.00 pm.</b>
2.22.4	The works completion period shall be four (4) months
<b>Mandatory</b>	The evaluation will be evaluated in following stages:

*020 Tender for Slotting of 7” OD Liners for Baringo-Silali North Rift Region*



<b>Requirements.</b>	<p><b>a) PRELIMINARY EVALUATION STAGE</b></p> <p>As provided below (A): Tender Evaluation Criteria Mandatory requirement NB: Bidders who will not meet the mandatory requirements will be declared non-responsive and their bids will not be evaluated further.</p> <p><b>b) TECHNICAL EVALUATION STAGE</b></p> <p>Only bidders who pass the Preliminary stage will be evaluated at the technical evaluation stage as stated in table B below;</p>
<b>2.24.5</b>	<p><b>c) FINANCIAL EVALUATION STAGE</b></p> <p>The lowest evaluated tender per complete schedule will be recommended for award.</p>
2.27.1	The performance security shall be 10% of the contract price in the form of a bank guarantee issued by a reputable local bank.

### **TENDER EVALUATION CRITERIA**

Stages of evaluation:

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

B) **Technical Evaluation:** Bids will be checked on compliance to the technical requirements specified below and bids not meeting the technical requirement will be declared non-responsive and will not be evaluated further.

C) **Financial Evaluation:** The bids will be checked for costing of the full schedule. The lowest evaluated tender per complete schedule will be recommended for award.

NB: -

- **The lowest evaluated bid shall be the lowest total price per full schedule.**

- **Incomplete quoted schedule shall not be considered for financial evaluation and shall be declared non-responsive.**

### **TABLE A: MANDATORY REQUIREMENTS**

Tenderers to submit copies of the following **MANDATORY** documents (Yes/No)

<b>No.</b>	<b>Requirement</b>	<b>Yes</b>	<b>No</b>
1.	Dully filled, Signed & Stamped Tender Form & Price Schedules		
2.	Original Tender Security in the amount of Ksh 300,000 in the form of bank or insurance guarantee valid for a period of 150 days from the date of tender opening.		
3.	Attach a copy of certificate of Incorporation/Registration in Kenya.		
4.	Attach a copy of Tax Compliance Certificate valid at the time of tender opening. GDC shall confirm the Certificate validity from KRA tax checker.		
5.	Duly filled and signed Confidential Business Questionnaire		
6.	Evidence of physical address – (must be inclusive of email address, Telephone and physical location)- Provide a duly signed letter detailing the address and		

	location.		
7.	Dully Filled and Signed Declaration of Undertaking not to engage in corrupt fraudulent practice.		
8.	There will be a Mandatory site visit on 19/10/2017 at Kabarak at 11.00am. Prospective bidders are requested to assemble at GDC Offices at Polo Centre, Kenyatta avenue at 10.00am. All arrangements for travelling shall be the responsibility of the tenderer. Each tenderer shall complete the certificate of tenderers visit to the site		

NB: Please note that the authenticity of the above documents provided SHALL be verified with the relevant authority and any forgery or false presentation in any one of the above shall lead to automatic disqualification and render the tenderers bid non-responsive.

### **B: TECHNICAL/SERVICE REQUIREMENTS EVALUATION**

No	Requirements	Score
1.	Provide proof of experience (contracts) of handling similar assignments in the last five (5) years and must show proof of copy of contracts detailing values of assignment and contact addresses; <ul style="list-style-type: none"> <li>i. 3 Contracts in the last five years – 30 Marks</li> <li>ii. 2 Contracts in the last five years – 20 Marks</li> <li>iii. 1 Contracts in the last five years – 10 Marks</li> </ul>	30
2.	Delivery/completion period should be within four (4) months period after mobilization; It is GDC's desire to have the services rendered within the given period. Provide Work Plan for undertaking the assignment.	20
3	Qualification and competency of the key staff for the assignment. Provided atleast five (5) No. of CVs for the welders	25
4.	Methodology in carrying out the services for the slotting of liners in line with GDC requirements	15
5.	Organizing & Staffing (Organization Structure) for the firm	5
6.	Deviation in payment schedule from that specified in the Special Conditions of Contract.	5
	<b>Total marks</b>	<b>100</b>

**Pass mark; 70 marks**

**NB:** Firms scoring 70 marks and above will be evaluated for financial proposals.

### **C) FINANCIAL EVALUATION**

The bids will be checked for costing of all items. The lowest evaluated bid per full schedule shall be recommended for award. Incomplete schedule shall be declared non-responsive.

#### **No correction of arithmetic errors.**

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

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

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

### **3.2 Application**

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

### **3.3 Standards**

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

### **3.5 Patent Right’s**

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

### **3.6 Performance Security**

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

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

### **3.7 Inspections and Tests**

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Where the Procuring Entity rejects any component of the Services provided, it shall provide a timeline in writing within which the Tenderer shall collect and replace the rejected Services.
- 3.7.5 Should the Tenderer fail to collect the Services within the prescribed timelines or any extension thereof granted, the Procuring Entity shall be entitled to charge a storage fee at the prevailing commercial bank rates until all the rejected Services are collected by the Tenderer.
- 3.7.6 Where the Tenderer despite the extension granted in clause 3.7.5 above fails to collect the rejected Goods, the Procuring Entity shall be entitled to proceed and dispose the rejected Services in accordance with the procedures outlined in the Public Procurement and Asset Disposal Act, 2015. Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Payment**

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

### 3.9 **Prices**

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

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

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

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

### 3.10 **Assignment**

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

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

#### 3.10.1 **Subcontracts**

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

### 3.11 **Termination**

#### 3.11.1 **Termination for Default**

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the Goods delivered by the Tenderer do not conform to the Standards specified in the Contract

if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for

or in executing the Contract.

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

### **3.12 Termination of insolvency**

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

### **3.13 Termination for convenience**

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

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

### **3.14 Termination by Notice**

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

### **3.15 Termination by Mutual Consent**

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

### **3.16 Interest on Delayed Payments**

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

### **3.17 Resolution of disputes**

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

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may

require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

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

### **3.18 Governing Language**

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

### **3.19 Forces Majeure**

**13.19.1** .“Force Majeure” means an exceptional event or circumstance:

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

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

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

### **3.20 Effect of Force Majeure:**

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

- (a) be relieved from the consequences of its failure to perform that obligation on a day-to-day basis;
- (b) promptly notify the other parties of the occurrence as soon as reasonably possible by email, telex or cable of the nature of the Force Majeure and the extent to which the Force Majeure suspends the affected party's obligations under this Agreement; and
- (c) use all reasonable endeavours to overcome the consequences of the event and resume performance of its obligations as soon as possible after the Force Majeure condition no longer exists.

### **3.21 Force Majeure Termination:**

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

### **3.22 Limitation of Liability**

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

### **3.23 Incoterms**

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

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

### **3.25 Joint and Several Liability**

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

### **3.26 Variation /Amendments**

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

### **3.27 Applicable Law.**

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



### **3.28 Notices**

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

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

### **3.29 Liquidated Damages**

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

<b>G C OF CONTRACT REFERENCE</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.1 Definitions	The procuring entity is Geothermal Development Company KAWI house, South C, P. O Box 100746-00101, Nairobi, Kenya. It includes the its legal representative, successors or assigns.
3.3 Provision and Standard of service	GDC's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. GDC's Representative may instruct the Contractor to search for a defect and to test any Work that GDC's Representative considers may have a defect. Should the defect be found, the cost of making good shall be borne by the Contractor. GDC's representative will certify the works and only certified works shall qualify for payment.
3.7 Performance Security	<p>The Performance Security shall be in the amount of 10% of the Contract Price in the form of a Local bank guarantee. The Performance security will be cashed if the tenderer shall not deliver the services as per the Schedule of Requirements and as per the Contract Agreement.</p> <p>If obtained from an international bank, the bank must have a local correspondence in Kenya and the performance security should be through the local correspondence.</p> <p>The performance Security shall be discharged by the Procuring entity and returned to the tenderer not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations</p>
3.12 Payment Terms & Conditions	<p>GDC payment terms are within 30 days upon the receipt of certified invoices confirming that the services has been delivered and performed in accordance with the contract.</p> <ul style="list-style-type: none"> <li>i. Advance Payment shall not apply.</li> <li>ii. No interest on delayed payments.</li> </ul>
3.13 Prices	Prices shall be fixed during the Supplier's performance of the Contract. Variation if approved will be based on the prevailing consumer price index from the Kenya Bureau of Statistics or the monthly inflation rate issued by the Central Bank of Kenya.
3.18 Resolution of Disputes	<p>If any dispute or difference of any kind arises between the Parties in connection with this Agreement or the breach, termination or validity hereof (a "Dispute") it shall be referred to arbitration under the Arbitration Act, 1995 and it is hereby agreed that;</p> <ul style="list-style-type: none"> <li>(a) The seat of the arbitration shall be Nairobi, Kenya;</li> <li>(b) There shall be a panel of three (3) arbitrators. Each Party shall appoint one arbitrator and the third who shall be the chairman who shall be appointed by the Institute of Chartered Arbitrators Kenya Chapter. Provided that any person who has existing or prior</li> </ul>

	<p>relationship with either Party shall not be eligible for appointment as an arbitrator except with the consent of both Parties.</p> <p>(c)The language of the arbitration shall be English;</p> <p>(d)The award rendered shall apportion the costs of the arbitration;</p> <p>(e)The award shall be in writing and shall set forth in reasonable detail the facts of the Dispute and the reasons for the tribunal's decision</p>
Notices	<p>Where the Contract provides for Notice to be given to any party, such Notice shall be well and sufficiently given if given by way of: -</p> <p>a) A letter posted by registered mail (airmail if international) to the postal address of the party concerned shown below, or delivered to that party by hand at the address shown below or;</p> <p>b) An email sent to the email address of the party concerned shown below.</p> <p>The addresses of the parties for Notices shall be: -  GDC:  The. Managing Director &amp; CEO  Geothermal Development Company Ltd (GDC)  P.O Box 100746 – 00101  Nairobi, Kenya</p> <p>or such other address as GDC may designate as its address for this purpose by Notice to the Service Provider.</p>

**SECTION V – TECHNICAL SPECIFICATIONS/ SERVICE REQUIREMENTS**

**SPECIFICATIONS AND DRAWINGS**

**1. Specification Details**

- 1.1 The liners to be slotted are API Grade carbon steel. The average liner length is 12 meters. Nominal weight is 26 lb/ft. The liner has 7 inches (177.8 mm) outside diameter, 6.276 inches (159.4 mm) inside diameter and a thickness of 9.19 mm.
- 1.2 Slotting is to be by perforation of the liner using an oxygen/acetylene gas-cutting tool. The slot pattern and dimensions are detailed in the drawing.
- 1.3 The gas slots are to have no burrs or slugs accumulating greater than 3 mm high on the outside or the inside of the liners.
- 1.4 No gas slots are to be closer than  $100 \pm 5$  cm from the nearest thread at either ends of the liner. Refer to dimensions “A” on the drawing.
- 1.5 State the number of welders to be used for this assignment.
- 1.6 State the minimum number of pieces to be slotted per day per.
- 1.7 State the minimum no. of jigs to be used.
- 1.8 The slotted liners that GDC representative certifies as satisfactory in all respect will thereafter be transported by GDC to a storage area.
- 1.9 The Bidder will be responsible for transport of his staff to and from site
- 1.10 The contractor will be responsible for security and storage of cylinders on site, therefore to bring their container

The following items shall be inspected before commencement of the works to ascertain capability: -

<b>Item No.</b>	<b>Description</b>	<b>Minimum No. Required</b>	<b>Comments</b>
1	Gas cutting Torches	15	
2	Oxygen Cylinders	30	
3	High capacity (Volume) Oxygen vessels	1	
4	Acetylene cylinders	15	
5	High capacity (Volume) acetylene vessels	1	
6	Detailed drawing of the jigs	1	
7	Site Vehicles	2	
<b>Tenderers Signature</b> ..... <b>Date</b> .....		<b>GDC inspector’s Signature</b> ..... <b>Date</b> .....	

*NOTE: The items mentioned in the table above should be in good condition and shall be mobilized for liner slotting works. Liner slotting works will commence after all the inspected items have been mobilized and authority to commence granted at site.*

## **1. Scope of Work**

The Work consist of slotting by gas (oxygen–acetylene) cutting of about 7,600 M lengths (approx. 760 pieces) of 7” OD, 26 lb/ft, API Grade K55 steel, range 3 buttress thread seamless liners (casings), fitted with thread protectors.

## **2. Obligations of the Contractor**

The Contractor besides carrying out all obligations to be performed or observed as stipulated in this Contract, the cost of which is deemed to be included in the Contractors charges for slotting the liners, shall undertake the following:

### **2.1 Mobilizations and Demobilization**

The Contractor upon receiving the letter of award shall mobilize all materials, goods, tools, equipment and personnel to site within the number of days provided in their bid so as to be ready to commence carrying out the Works.

### **2.2 *Facilities to Be Provided By the Contractor***

The Contractor shall provide all materials, goods, consumables, tools, jigs, equipment etc. and manpower required to perform the Works.

If the tenderer proposes to use manual gas cutting, they are to provide a two dimensional working drawing of a jig which their personnel will use in order to keep the gas-cutting tool tip normal to the casing and at fixed distance away from the casing surface. The jig is to have a means whereby it is firmly attached to the casing surface. It is also to be designed such that at least one slot can be gas-cut completely before the jig is repositioned.

If manual gas cutting is proposed, then a working drawing of jig **MUST** be provided when tendering.

All material, goods and consumables and the tools, jigs and equipment shall remain the property of the Contractor. The contractor shall ensure that their equipment is safe and in good operating conditions at all times.

### **2.3 Contractor’s Personnel, Transport and Accommodation**

#### **a) Contractor’s Personnel**

The Contractor shall provide fully qualified and experienced Personnel to carry out the Services. As part of their tender, the tenderer shall provide C.V.’s of welders, or operators they propose to provide in performing the Contract.

#### **b) Medical Care**

The Contractor shall be liable for all medical expenses of their personnel. The successful tenderer shall maintain a well-stocked First Aid Box on Site at all times. However, GDC will make available to the Contractor its own medical facilities in the event of an accident to or sudden illness of the Contractor’s Personnel. Where GDC medical facilities are used, GDC will do so provided such first aid assistance are available, until the Contractor is able to arrange for proper medical treatment.

c) Transport and Accommodation

Transportation of Contractors' Personnel, goods, materials, consumables, tools and equipment to and from Site or any other movement that the Contractor might want to make in order to meet their obligations in this Contract shall be arranged and paid for by the Contractor, and the cost thereof shall be deemed to be included in the Contract price and shall not be shown separately. Mobilization and Demobilization costs shall however be quoted separately as per the Schedule of Quantity and Prices Schedule Table Below.

**2.4 Standard of Performance and Liner Slotting Checklist**

The Contractor shall perform the Work and carry out their obligation with due diligence.

A checklist for each liner slotted must be availed by the Contractor to GDC's Representative for certification. The Contractor will prepare the checklist in triplicate in the format below:

SLOTTING OF 7" OD LINERS										PAGE. ....../...		
<i>CLIENT</i> Geothermal Development Company Limited.						<i>CONTRACT TITLE</i> Slotting of 7" OD Liners for Baringo-Silali Geothermal Project.						
Liner No.	Slotting Date	Slotted by Name	Signature	De-burred	De-slugged	Cuttings Removed	Liner Details			No of slots rows	GDC Approval	
							Length 'L' (m)	End 'A'	End 'B'		Status	Signature
1												
2												
3												

Two copies shall be submitted to GDC. One copy shall be submitted at the time certification of the slotted liners on the sheet. **The other copy shall be submitted together with monthly invoices for payment.**

**3. OBLIGATIONS OF GDC**

**3.1 Provision of Site**

GDC shall provide the Contractor with adequate working space at convenient point to access the Liners. If it is necessary that additional installation is required beyond what GDC has already provided, this will be the responsibility of the Contractor.

**3.2 Provision of Liners**

GDC shall supply the Contractor with the liners to be slotted.

**3.3 Provision of Liner Handling Facilities**

GDC will provide a mobile crane and or forklift as required for liners handling during slotting operation. As the machines may also be required elsewhere in the Project, the Contractor is advised not to expect this equipment to be available all the time and must plan their liner handling accordingly.

### **3.4 GDC Personnel**

GDC will provide a foreman, crane/forklift operator and other personnel to assist the contractor with liner handling.

### **3.5 Certification**

GDC's Representative or his appointee on Site shall inspect and test each liner presented to GDC on which the Contractor have completed the necessary works. The Liner shall be presented together with a duly filled checklist bearing all the details of the liner as required. Upon GDC's Representative or his appointee on site approving the liner as meeting the required specification, the approving person shall sign and enter an appropriate remark on the checklist. GDC shall thereafter take possession of that liner and rack the liner appropriately.

### **3.6 Experience**

The Contractor should have past experience of liner slotting and should show proof of this experience.

**SECTION: VI PRICE SCHEDULE**

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>UNIT</i>	<i>QTY</i>	<i>UNIT COST</i>	<i>TOTAL</i>
1	Mobilization	Lump sum	1		
2	Demobilization	Lump sum	1		
3	Slot a length of liner including gas cutting, deburring and cleaning of the liner inside.	Length (m)	7,600		
Total cost of works in Kenya shillings					
VAT 16%					
Total Tender Price inclusive of 16% Vat transferred to tender form					
Work to be completed within <b>Four (4) months</b> after mobilization (Yes/No):					

**Note**

All costs to be incurred by the successful tenderer pursuant to this Contract except for mobilization and demobilization shall be deemed to be included in the cost of slotting. Except as may be varied due change in scope of work, the Total Contract Price shown in this table shall be all the money that GDC may pay in this Contract.

Tenderer's Name \_\_\_\_\_

Signature and Rubber stamp \_\_\_\_\_ Date \_\_\_\_\_

**Note: No correction of errors.**

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



## **SECTION VIII- STANDARD FORMS**

- 1.1 Form of tender
- 1.2 Contract Form
- 1.3 Confidential Business Questionnaire
- 1.4 Tender Security Form
- 1.5 Performance security Form
- 1.6 Declaration of Undertaking

**1.1 FORM OF TENDER**

Date \_\_\_\_\_

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

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers]*, the of which is hereby duly acknowledged, we, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of. *[ total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ 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 *[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.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* *[In the capacity of]*

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## 1.2 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

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

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

### 1.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises .....</p> <p>Plot No, .....Street/Road.....</p> <p>Postal address .....Tel No. ....Fax Email .....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
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<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>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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<p>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="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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3. ....	.....	.....	.....																	
4. ....	.....	.....	.....																	
<p>Date.....Signature of Candidate.....</p>																				

**1.4 TENDER SECURITY FORM**

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

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

[name and/or description of the services]

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

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

Of.....having registered office at

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

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

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

THE CONDITIONS of this obligation are:

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

(a) fails or refuses to execute the Contract Form, if required; or

(b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

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

[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

**1.5 PERFORMANCE SECURITY FORM**

To:.....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

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

supply.....

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

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

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

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

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of .....  
*[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

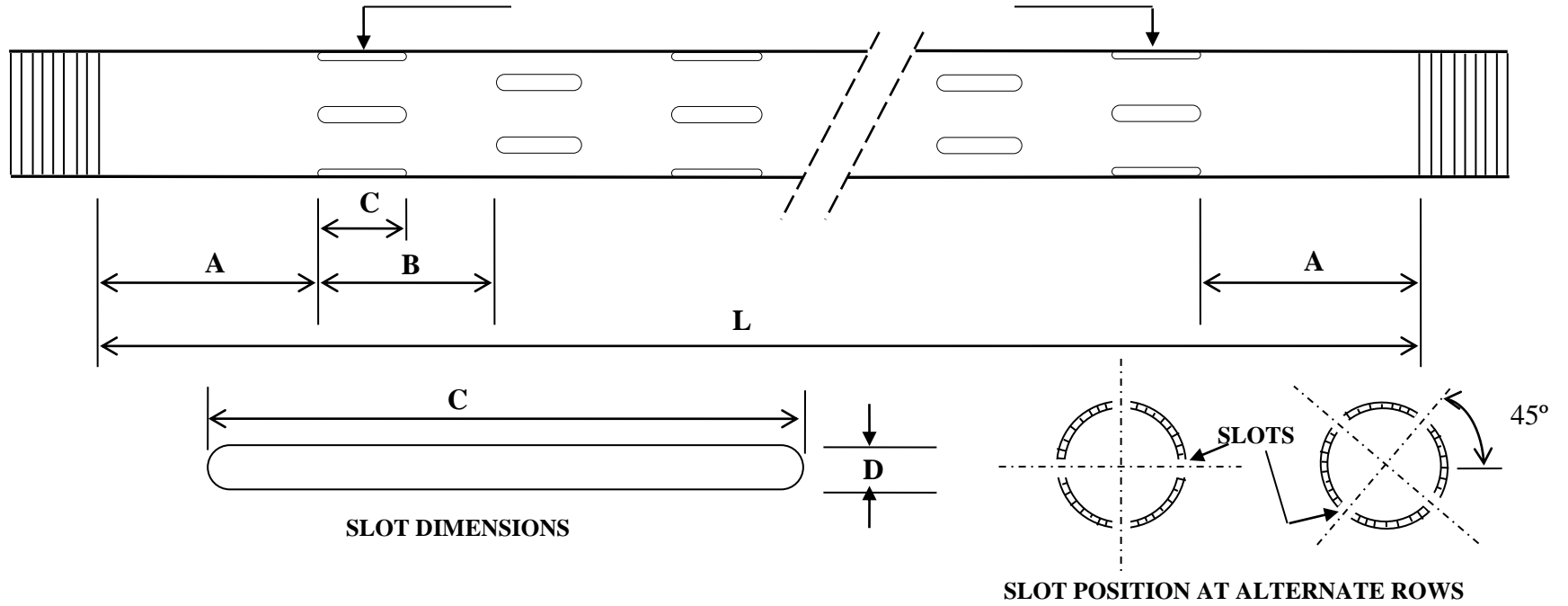
\_\_\_\_\_  
*[name of bank or financial institution]*

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

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



**7" LINER SLOT PATTERN**  
**(NOT TO SCALE)**



**DIMENSIONS**

LINER	L	A	B	C	D	N	TOTAL NUMBER OF SLOTS
RANGE 3	$\pm 11.84$ m	$100 \pm 5$ cm	$26.7 \pm 1$ cm	$152 \pm 5$ mm	$20 \pm 2$ mm	44	176
