



**GEOHERMAL DEVELOPMENT
COMPANY LIMITED**

**TENDER FOR PROVISION OF
MAINTENANCE SERVICES & SPARE
PARTS FOR COMPRESSORS & BOOSTERS
FOR A PERIOD OF ONE (1) YEAR**

GDC/EM/OT/021/2016:2017

**CLOSING DATE AND TIME: 12th
OCTOBER, 2016 at 2.00PM.**

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

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SECTION I: INVITATION TO TENDER

DATE: 19th September, 2016

TENDER NAME: TENDER FOR PROVISION MAINTENANCE SERVICES AND SPARE PARTS FOR COMPRESSORS & BOOSTERS FOR A PERIOD OF ONE (1) YEAR.

TENDER NO.: GDC/EM/OT/021/2016:2017

The **Geothermal Development Company Ltd** invites sealed bid from eligible service providers for **servicing & provision of spares for Atlas Copco & Sullair Compressors & Boosters for a period of ONE (1) year** whose specifications are detailed in this Tender Document

Candidates may inspect and obtain the tender document from the office of Manager, supply chain at GDC Office, **Kawi House, South C |Off Mombasa Road| Red Cross Road** between 9.00am and 4.00pm during weekdays

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 to procurement@gdc.co.ke 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 the tender document.

Any additional information, addendums or clarifications in respect to this tender will be available in our GDC website 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,
Geothermal Development Company Ltd (GDC)
P.O. Box 100746 – 00101
NAIROBI, KENYA

and deposited in the tender box at KAWI House South C, off Mombasa Road, Red Cross Road Ground Floor, **Not later than 12th October, 2016 at 2.00pm (1400Hrs).**

Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.

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

There will be a Mandatory Site Visit to Menengai Geothermal Project Camp site on the **3rd October, 2016 at 11.00am.** Tenderers are required to assemble at GDC Nakuru Office, Polo Centre by 10.00am and organize for their own transport to and from Menengai. (4WD vehicles recommended). GDC will issue site visit certificate and bidders to complete attendance register.

Late Tenders will not be accepted

MANAGER SUPPLY CHAIN

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

2.2 Eligible Goods

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

2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall be **not more than Kes. 1000**

2.3.3 Firm found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

2.4. The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Confidential Business Questionnaire
- (ix) Declaration of Undertaking not to engage in corrupt fraudulent practice

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender Document may notify the Procuring entity in writing or by post at the Entity's address indicated in the Invitation to Tender. The Procuring

Entity will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days Prior to the deadline for the submission of tenders, prescribed by the Procuring entity. Written copies of the Procuring entities response (Including an explanation of the query but without identifying the Source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 **Amendment of Documents**

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

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

2.7 **Language of Tender**

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

2.8 Documents Comprising of Tender

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2..2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

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

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

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

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

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

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

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

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

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

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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

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

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

2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for **120 days** or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The Procuring entity shall prepare two copies of the tender, one Original, and one copy, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

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

(b) Bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **12th October, 2016 at 2.00Pm.**

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

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

2.18 **Deadline for Submission of Tenders**

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Wednesday 12th October, 2016 at 2.00Pm (1400Hours)**

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

2.19 **Modification and Withdrawal of Tenders**

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

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

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender

during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

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

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

2.20 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **12th October, 2016 at 12.00Pm.**

2.20.1 And in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

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

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

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

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

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

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

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

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

(d) Procuring entity's Right to accept or Reject any or All Tenders

2.27.5 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.28 Notification of Award

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

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

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

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

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

2.30 Performance Security

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

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in

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

2.31 Corrupt or Fraudulent Practices

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

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

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

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

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is eligible to all service providers for servicing and provision of spare parts for compressors & boosters for a period of one year.
2.3.2	<p>A complete set of the tender document may be obtained by interested firms upon payment of a non-refundable fee of Kshs.1000 each payable to our accounts office in cash or by banker's cheque.</p> <p>The document can also be viewed and downloaded from the website www.gdc.co.ke or http://supplier.treasury.go.ke free of charge or at no cost.</p> <p>Bidders who download the tender document from the website MUST forward their particulars immediately for records and any further tender clarifications and addenda</p>
2.5.1	<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: One copy to: -</p> <p>Manager, Supply Chain Geothermal Development Company Limited, Kawi House, P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: dkyaka@gdc.co.ke; pkapto@gdc.co.ke, procurement@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>

2.5.2	GDC will respond in writing (e-mail in PDF format) to any request for clarification received at least Seven (7) days prior to the deadline for the submission of tenders.
2.11.1	Prices quoted shall be in Kenya Shillings or an easily convertible foreign currency.
2.15	The tender validity period is 120 days from the date of tender opening. A tender valid for a shorter period shall be considered non-responsive and shall be rejected.
2.16	The tenderers shall prepare an original and one (1) copy of the tender.
2.20.1	The tender Closing date is on; Wednesday, 12th October, 2016.
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) Dully filled, Signed & Stamped Tender Form & Price Schedules. b) Tender Security in the format provided in the tender document and valid for at least thirty (30) days beyond the tender validity period c) Evidence of incorporation in Kenya i.e. Certificate of Incorporation/ Registration. d) Tax compliance certificate valid at the time of opening. The validity of the Tax certificate shall be confirmed from KRA Tax Checker e) Dully Filled signed & stamped Mandatory Confidential Business Questionnaire. f) Dully Filled signed & stamped Declaration of Undertaking <p>NB: Bidders who will not meet the above requirements will be declared non-responsive and their bids will not be evaluated further.</p>
	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 requirements /specifications as stipulated in Section V of this tender document.

	<p>Bids not meeting the technical specifications will be declared non-responsive and will not be evaluated further.</p> <p>Financial Evaluation stage</p> <p>Bids responsive at the technical evaluation stage will be evaluated at the financial stage.</p> <p>The Price schedule must be quoted for with completeness in order to qualify as responsive. Each schedule will be <i>evaluated and awarded separately</i></p> <p>The bids will be checked for costing of all items and payment terms. The lowest evaluated tender will be recommended for award.</p>
2.24.1	<p><u>Award Criteria</u></p> <p>The bids will be checked for costing and payment terms. The competitive bid/lowest evaluated will be awarded the tender subject to negotiation to be held.</p>
2.28.1	<p>The successful tenderer shall be notified of the outcome</p>
2.30.1	<p>The performance security shall be 10% 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.</p>

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

1. “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.
2. “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
3. “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
4. “The Procuring entity” means the organization purchasing the Goods under this Contract.
5. “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

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

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

3.6 Patent Rights

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

3.7 Performance Security

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

- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and

passed by the Procuring entity or its representative prior to the equipment delivery.

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

3.9 Packing

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

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

- 3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part.
- (a) if the tenderer fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by the Procuring entity.
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract

- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

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

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.1 <i>definitions</i>	The Purchaser is The Geothermal Development Company Limited of Kawi House, South C Off Mombasa Road, Nairobi, Kenya. It includes the Purchaser's legal representative's successors or assigns
3.2	Bidders shall ensure spare parts supplied are new, original & genuine spare parts for a period of one (1) year.
3.3 <i>Performance Security</i>	The performance security shall be 10% of contract sum 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.
3.4 Term of Services	The period for which the services to be performed shall be for one (1) years period.
3.5 <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.
3.6	<p>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.</p> <p><u>No correction of errors.</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</p>

	correction, adjustment or amendment in any way by any person or entity.
3.7 Resolution of Disputes	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.
Notices:	<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> <ol 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> <ol 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, Nakuru County.

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

5.2 Scope of works

Geothermal Development Company (GDC) intends to procure services & genuine spare parts for Atlas Copco and Sullair compressors & boosters.

TECHNICAL MANDATORY REQUIREMENTS

- e) Evidence of experience in handling that particular model of equipment e.g. recommendation letter/LPO's/Invoices from clients they have worked for before (Provide details of at least five (5) current/past experience for service and provision of spares clearly indicating the client/company, contact details, period and quantities/ Value of contract in the last five (5) years).
- f) At least 5 years' experience in repair services of such equipment
- g) Evidence of equipment repair workshop
- h) Site visit to Menengai Nakuru is a **MUST**
- i) Evidence of dealership or agent for stated equipment (Provide **proof showing a current Manufacturer or Dealership letters/certificates** in regards to the items quoted for in the Schedules. The authenticity of the letter will be verified).
- j) Spare parts for minor service must be locally available within 24hrs upon receipt of LPO to GDC operation site
- k) Spare parts for major and breakdown service must be available within 10 working days upon receipt of LPO to GDC operation site
- l) Bidders will be required to provide **a methodology on how you intend to carry out the maintenance services.**

The table below lists out the various machines:

S/N	DESCRIPTION	No
1	ATLAS COPCO XAS 137 Db	12
2	ATLAS COPCO XRHS 1096 Cd	10
3	ATLAS COPCO Booster B18-62	6
4	ATLAS COPCO XAMS 1150 Cd	6
5	ATLAS COPCO GA 75	6
6	SULLAIR COMPRESSOR LS12-50HH	4
7	SULLAIR COMPRESSOR XH1150	10
TOTAL		54

NB: Bidders will be required to provide a quarterly report on equipment condition for every machine model quoted for.

5.3 Technical Requirement

The spare parts and service contract will cover:

- **MINOR SERVICES**

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

- **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.

- **BREAK DOWN SERVICES**

In the event of break down, bidders' 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.

NB: Bidders are hereby invited to provide GDC with quotes, rates, cost breakdown for all services and spares that shall be required during service provision. The services to be performed are as the stated.

5.4 Quality of Maintenance Services.

- Bidders should state warranty conditions applicable to spare parts
- Reporting time 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). - Bidder should provide the sub-contractors name and address. The GDC 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 spare parts and material shall be used.
- The bidder will perform all services to the highest quality.
- Where no specific instructions are provided by the manufacturer, the Bidder will maintain a standard in keeping with the highest levels.
- The Bidder will be responsible for the repair or replacement of any parts that are damaged through such unauthorized tampering

a) Provisional scope of work for mechanical maintenance jobs:

The maintenance work will cover preventive, major and break-down mechanical maintenance of compressors and boosters. This will include:

1. Cleaning & replacement of suction air filter and pipe, primary & secondary oil filter, tensioning and adjustment of belts. Change of compressor oil after specific time period or running hours.
2. Checking / replacement of gland packing and scrapper ring, dismantling and checking of all suction and delivery valves, NRV and unloading system.
3. Cleaning of water jacket and cylinder for sludge and scale formation, replacement for lube oil after cleaning of crank case.
4. Cleaning of inter cooler and after cooler tube bunch and shell leakage test of cooler tubes & rectification.
5. Inspection / replacement of the components of piston assembly (i.e. piston rod, bearing ring, piston sealing ring piston halves)
6. Dismantling and re- assembly of total compressor like cylinder head, crank case, bearing, piston assembly, inter cooler and after cooler, all valves, NRV suction pipe, water cooler pipes etc. for inspection / replacement as and when path replacement of all gaskets of joints, checking of all main and big end bearing for wearing and clearances

with crank shaft comparing with designed value, displacement of all suction and delivery valves and their cleaning / replacement / assembly with new spring plate checking / replacement of valve plate un-loader system.

7. Checking of all oil pump and replacement of driving pin, dismantling of lubricant system and reassembly with new gaskets after thorough cleaning.
8. Servicing of all valves (oil, water, air).
9. Repairing / replacement of all plug valves, checking / servicing of safety valves of receiver tanks, checking / servicing of air drain system, checking of oil pressure of all running compressors, checking of all abnormal sound from the compressor and the associated system and sub- system.
10. Maintenance and servicing / replacement of air-line traps / drains including instruments and service air-line headers after air driers lines up to distribution terminal points and attending any leakages in main air headers & pipelines in any area.
11. Maintenance of air-lines & cooling towers including daily checking & rectification of any leakages. All files, plants of cooling towers should be cleaned once in a month. The party should keep a record of the maintenance work done.
12. All maintenance works done to be recorded and handed over to engineer or technician assigned.

b) Provisional scope of work for electrical maintenance jobs:

1. Preventive and breakdown maintenance of compressors Motors along with associated control panel, Drier panel
2. To attend to breakdown of control panels of compressors.
3. Any other electrical job not indicated above but necessary for smooth functioning of compressors and boosters, such as power supply connection / disconnection, modification work which are not major in nature, shall be under the scope of this contract.
4. The bidder shall arrange all the necessary tool to carry out the schedule maintenance job (Viz. Multimeter & Tong Tester, Megger etc.).
5. Common consumables like cleaning agent, cotton waste, old cloth grease etc. are in the scope of the contractor.

5.5 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 GDC.
2. The bidder will be notified with an emailed service order by GDC Equipment Maintenance Manager/ Maintenance Engineer when an equipment is due for maintenance or repair. This notification will include description of fault and requested date of submission.
3. 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.
4. The bidder will arrange all parts needed to be delivered to GDC site.
5. Repairs will be completed in the shortest possible time using, where available, parts that are held in stock by the bidder. 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).
6. The bidder will be wholly responsible for any parts taken from GDC site. Any damage incurred will be rectified by the contractor at his own cost.
7. The bidder will be responsible for the repair or replacement of any parts that are damaged through unauthorized tampering.
8. 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 per equipment.
9. GDC has the right to independently test the spare parts provided by the bidder 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.

SCHEDULE OF REQUIREMENT

No.	Description	Duration
1.	Service & Spare parts for Atlas Copco and Sullair compressors & boosters	1 year

SECTION VI: PRICE SCHEDULE

Maintenance spares are within the scope of contractor/bidder:

1. Minor Spares list for Atlas Copco Booster Model:B18-62-2500 :

250Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	250 hrs service pack	2236200000	6		

500Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	500 hrs service pack	2236200117	6		

750Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	750 hrs service pack	2236200000	6		

1250Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	1250 hrs service pack	2236200000	6		

1500Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	1500 hrs service pack	2236200117	6		

1750Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	1750 hrs service pack	2236200000	6		

2. Major Spares list for Atlas Copco Booster Model:B18-62-2500 ::

1000 HRS SERVICE

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	1000 hrs service pack	2236200180	6		

2000 HRS SERVICE

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	2000 hrs service pack	2236200180	6		

3. Minor Spares list for **Atlas Copco Compressor Model: GA 75**
(WUX800550/551/552/553/554/555):

2000 Hrs					
S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	2000H Kit Air filter	3002600440	6		

4000 Hrs					
S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	2000H Kit Air filter	3002600440	6		

4. Major Spares list for **Atlas Copco Compressor Model: GA 75**
(WUX800550/551/552/553/554/555):

6000 HRS MAJOR SERVICE					
S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	6000H Preventive kit (packaging)	3002600460	6		
2	Thermal Valve	2901161700	6		
3	Service kit WSD 25-40	2904500069	6		
4	Set of wearing parts	2901063320	6		
5	Skate cleaning	FA00008821	6		

5. Minor Spares list for **SULLAIR Compressor Model:LS12-50HH** :

250Hrs Service parts					
S/N	DETAIL	PART NO.	PCS	UNIT COST kshs	TOTAL COST kshs
1	element separator primary	02250100-755	4		
2	element separator secondary	02250100-756	4		
3	element air filter	88290006-013	4		
4	element fluid filter	0250025-526	4		

500Hrs Service parts					
S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	element separator primary	02250100-755	4		
2	element separator secondary	02250100-756	4		
3	element air filter	88290006-013	4		
4	element fluid filter	0250025-526	4		

750Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	element separator primary	02250100-755	4		
2	element separator secondary	02250100-756	4		
3	element air filter	88290006-013	4		
4	element fluid filter	0250025-526	4		

1250Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	element separator primary	02250100-755	4		
2	element separator secondary	02250100-756	4		
3	element air filter	88290006-013	4		
4	element fluid filter	0250025-526	4		

1500Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	element separator primary	02250100-755	4		
2	element separator secondary	02250100-756	4		
3	element air filter	88290006-013	4		
4	element fluid filter	0250025-526	4		

1750Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	element separator primary	02250100-755	4		
2	element separator secondary	02250100-756	4		
3	element air filter	88290006-013	4		
4	element fluid filter	0250025-526	4		

6. Major Spares list for SULLAIR Compressor Model:LS12-50HH:**1000 HRS SERVICE**

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST(Kshs)
1	element separator primary	02250100-755	4		
2	element separator secondary	02250100-756	4		
3	element air filter	88290006-013	4		

4	element fluid filter	0250025-526	4		
5	Precision Filter element	3003581125	4		

2000 HRS SERVICE

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	element separator primary	02250100-755	4		
2	element separator secondary	02250100-756	4		
3	element air filter	88290006-013	4		
4	element fluid filter	0250025-526	4		
5	Precision Filter element	3003581125	4		
6	kit thermo valve repair 170f	02250105-553	4		
7	kit thermo valve repair 190f	02250112-709	4		
8	kit inlet valve repair	250031-438	4		
9	kit blow down valve repair	02250045-132	4		
10	kit pressure regulator repair	0250019-453	4		
11	minimum press valve repair kit	1177	4		

7. Minor Spares list for Atlas Copco Compressor Model:XAMS 1150Cd:

250Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	250 hrs service pack	2912443005	6		

500Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	500 hrs service pack	2912639406	6		

750Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	750 hrs service pack	2912443005	6		

1250Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	1250 hrs service pack	2912443005	6		

1500Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	1500 hrs service pack	2912639406	6		

1750Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	1750 hrs service pack	2912443005	6		

8. Major Spares list for Atlas Copco Compressor Model:XAMS
1150Cd:

1000 HRS SERVICE

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	1000 hrs service pack	2912639406	6		
2	Separator Kit	2911011602	6		

2000 HRS SERVICE

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	2000 hrs service pack	2912639406	6		
2	Separator Kit	2911011602	6		
3	Kit, unloader valve	2911016900	6		
4	Kit, regulator valve	2911992100	6		
5	Kit, element mounting	2911992300	6		
6	Kit, oil stop valve	2911011800	6		

9. Minor Spares list for Atlas Copco Compressor Model:XAS 137:

250Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	250 hrs service pak	2912449005	12		

500Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	500 hrs service pack	2912449005	12		

750Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	750 hrs service pack	2912449005	12		

1250Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	1250 hrs service pack	2912449005	12		

1500Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	1500 hrs service pack	2912449005	12		

1750Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	1750 hrs service pack	2912449005	12		

10. Major Spares list for Atlas Copco Compressor Model:XAS 137:**1000 HRS SERVICE**

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	1000 hrs service pack	2912449106	12		
2	oil separator kit	2911016000	12		

2000 HRS SERVICE

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	2000 hrs service pack	2912449106	12		
2	oil separator kit	2911016000	12		
3	kit unloading valve	2911007400	12		
4	kit regulator valve	2911009000	12		

11. Minor Spares list for SULLAIR Compressor Model: XH1150:

250Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	Air filter (primary)	02250051-238	20		
2	Air Filter (secondary)	02250051-239	20		
3	Element of oil & gas separator	0250028-244	10		
4	Element of oil filter	0250031-850	30		
5	Engine oil filter	88290012-929	10		
6	Air filter, Engine	6I0273	20		
7	Air filter, Engine	6I0274	20		
8	Oil & water separator	3261643	10		

500Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	Air filter (primary)	02250051-238	20		
2	Air Filter (secondary)	02250051-239	20		
3	Element of oil & gas separator	0250028-244	10		
4	Element of oil filter	0250031-850	30		
5	Engine oil filter	88290012-929	10		
6	Air filter, Engine	6I0273	20		
7	Air filter, Engine	6I0274	20		
8	Oil & water separator	3261643	10		

750Hrs Service parts

S/N	DETAIL	PART NO.	PCS		
1	Air filter (primary)	02250051-238	20		
2	Air Filter (secondary)	02250051-239	20		
3	Element of oil & gas separator	0250028-244	10		
4	Element of oil filter	0250031-850	30		
5	Engine oil filter	88290012-929	10		
6	Air filter, Engine	6I0273	20		
7	Air filter, Engine	6I0274	20		
8	Oil & water separator	3261643	10		

1250Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	Air filter (primary)	02250051-238	20		
2	Air Filter (secondary)	02250051-239	20		

3	Element of oil & gas separator	0250028-244	10		
4	Element of oil filter	0250031-850	30		
5	Engine oil filter	88290012-929	10		
6	Air filter, Engine	6I0273	20		
7	Air filter, Engine	6I0274	20		
8	Oil & water separator	3261643	10		

1500Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	Air filter (primary)	02250051-238	20		
2	Air Filter (secondary)	02250051-239	20		
3	Element of oil & gas separator	0250028-244	10		
4	Element of oil filter	0250031-850	30		
5	Engine oil filter	88290012-929	10		
6	Air filter, Engine	6I0273	20		
7	Air filter, Engine	6I0274	20		
8	Oil & water separator	3261643	10		

1750Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	Air filter (primary)	02250051-238	20		
2	Air Filter (secondary)	02250051-239	20		
3	Element of oil & gas separator	0250028-244	10		
4	Element of oil filter	0250031-850	30		
5	Engine oil filter	88290012-929	10		
6	Air filter, Engine	6I0273	20		
7	Air filter, Engine	6I0274	20		
8	Oil & water separator	3261643	10		

12. Major Spares list for SULLAIR Compressor Model: XH1150:

1000 HRS SERVICE

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	Air filter (primary)	02250051-238	20		
2	Air Filter (secondary)	02250051-239	20		
3	Element of oil & gas separator	0250028-244	10		
4	Element of oil filter	0250031-850	30		

5	Engine oil filter	88290012-929	10		
6	Air filter, Engine	6I0273	20		
7	Air filter, Engine	6I0274	20		
8	Oil & water separator	3261643	10		
9	Belt	2P1388	10		

2000 HRS SERVICE

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	Air filter (primary)	02250051-238	20		
2	Air Filter (secondary)	02250051-239	20		
3	Element of oil & gas separator	0250028-244	10		
4	Element of oil filter	0250031-850	30		
5	Engine oil filter	88290012-929	10		
6	Air filter, Engine	6I0273	20		
7	Air filter, Engine	6I0274	20		
8	Oil & water separator	3261643	10		
9	Filter of control pipeline	02250058-442	10		
10	Repair kit for oil check valve	02250051-747	10		
11	Repair kit of temperature control valve	02250142-940	10		
12	Repair kit for unloading valve	02250077-469	10		
13	Oil & water separator	3261643	10		
14	Belt	2P1388	10		
15	Repair kit for press. Regulator	02250166-783	10		
16	Repair kit for relief valve	02250166-779	10		
17	Repair kit for air inlet valve	02250166-775	10		
18	Repair kit	02250166-777	10		
19	Repair kit for circulating valve	02250166-782	10		
20	Compass Controller	02250159-205	10		
21	Repair Kit Thermostat	02250167-366	10		
22	Oil-Way Check Valve	02250167-369	10		
23	Repair Kit Cp Valve	02250166-784	10		
24	Module Maintenance Kit	02250166-770	10		
25	Temp Switch	02250159-105	10		
26	Discharge Temp.	02250161-277	10		
27	Inter-Stage Sensor/S	02250163-929	10		
28	Battery Disconnects	02250160-837	10		
29	Temperature Sensor	02250161-276	10		
30	Psi Transducer 0-750	02250144-311	10		
31	Coolant Sensor	02250165-908	10		

**13. Minor Spares list for SULLAIR Compressor Model:XRHS
1096Cd:**

250Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	250 hrs service pack	3001500100	10		

500Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	500 hrs service pack	3001500100	10		

750Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	750 hrs. service pack	3001500100	10		

1250Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	1250 hrs. service pack	3001500100	10		

1500Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	1500 hrs. service pack	3001500100	10		

1750Hrs Service parts

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	1750 hrs. service pack	3001500100	10		

**14. Major Spares list for SULLAIR Compressor Model: XRHS
1096Cd:**

1000 HRS SERVICE

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	1000 hrs service pack	3001500400	10		
2	Separator Kit	2911011703	10		

2000 HRS SERVICE

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1	2000 hrs service pack	3001500400	10		
2	Separator Kit	2911011703	10		
3	Bleed-off valve	1604620500	10		
4	Kit,unloader valve	2910300300	10		
5	Kit, regulator valve	2910300500	10		

15. Other Spares recommended:

S/N	DETAIL	PART NO.	PCS	UNIT COST (Kshs)	TOTAL COST (Kshs)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

LABOUR & TRANSPORT CHARGES

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

NB: All prices shall be inclusive of 16% VAT

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.

Tenderer's name (Company) _____

Signature & Rubber stamp _____

Date _____

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 VII - STANDARD FORMS

Notes on the sample Forms

1. **Form of Tender** - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **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

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 supply deliver, (.....***Servicing & Spares for one (1) year period*** 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 *[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. 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.

Part 1 General Business Name..... Location of Business Premises Plot No,Street/Road..... Postal addressTel No.Fax Email Nature of Business Registration Certificate No. Maximum value of business which you can handle at any one time – Kshs..... Name of your bankers..... Branch.....			
Part 2 (a) – Sole Proprietor			
	Your name in full.....	Age.....	
	Nationality.....	Country of Origin.....	
	Citizenship details.....		
Part 2 (b) – Partnership			
	Given details of partners as follows		
	Name	Nationality	Citizenship details
	Shares		
	1.		
	2.		
	3.		
Part 2 (c) – Registered Company			
	Private or Public		
	State the nominal and issued capital of company		
	Nominal Kshs.		
	Issued Kshs.		
	Given details of all directors as follows		
	Name	Nationality	Citizenship details
	Shares		
	1.		
	2.		
	3.		
	Date.....Signature of Candidate.....		