



**GEOHERMAL DEVELOPMENT COMPANY LTD (GDC)**  
**P.O. Box 100746 – 00101**  
**NAIROBI, KENYA**  
**Tel: 0719037000**

**TENDER FOR PROVISION OF TUBULAR INSPECTION SERVICES**

**GDC/EM/OT/029/2018-2019**

**CLOSING DATE AND TIME: 27<sup>TH</sup> FEBRUARY, 2019 AT 2.00PM**

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## SECTION I: INVITATION TO TENDER

**Date:** 5<sup>th</sup> February, 2019

**TO:** \_\_\_\_\_

**TENDER FOR PROVISION OF DRILL PIPE INSPECTION SERVICES; REF:  
TENDER NO: GDC/EM/OT/029/2018-2019.**

Geothermal Development Company Limited (GDC) invites sealed tenders from shortlisted suppliers for **Provision of drill pipe inspection services** whose specifications are detailed in this Tender Document.

Shortlisted firms shall be sent an electronic copy of the tender document on mail including any other addenda for free of charge or 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.

Bidders who receive the electronic tender document on mail MUST forward their particulars immediately for records and any further tender clarifications and addenda

Tenders must be accompanied by an original **bid security of Ksh 100,000** in the form specified in the tender document.

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

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

and deposited in the tender box at KAWI House South C, off Mombasa Road, Red Cross Road Ground Floor, **Not later than 27<sup>th</sup> February, 2019 at 2.00pm ( 1400Hrs).**

Prices quoted should be inclusive of all taxes and delivery must be in Kenya Shillings or any other freely convertible currency 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.

Late Tenders will not be accepted

**MANAGER SUPPLY CHAIN**

## SECTION II – INSTRUCTIONS TO TENDERERS

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## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

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

### **2.2 Cost of tendering**

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

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

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service

- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Manufacturers authorization form
- xiii) Declaration form

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

## **2.4 Clarification of Documents**

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

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

## **2.5 Amendment of documents**

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

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

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

## **2.6 Language of tender**

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

## 2.7 Documents Comprising the Tender

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

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

## 2.8 Form of Tender

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

## 2.9 Tender Prices

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

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

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

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

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

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

## 2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to 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 not **exceeding Ksh 100,000**.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 30**or**
  - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

## 2.13 Validity of Tenders

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



2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

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

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

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

#### 2.15 **Sealing and Marking of Tenders**

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

The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE **Wednesday, 27<sup>th</sup> February, 2019 at 14.00HRS,**"

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

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

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Wednesday, 27<sup>th</sup> January, 2019 at 2.00 PM (14.00HRS.)**

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

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

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

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

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

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

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

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

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

## 2.18 **Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **14.00HRS, Wednesday 27<sup>th</sup> February, 2019** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

## **2.19 Clarification of tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

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

## **2.20 Preliminary Examination and Responsiveness**

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

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

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

## 2.22 Evaluation and comparison of tenders.

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

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

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

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

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

### *(a) Operational Plan.*

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

### *(b) Deviation in payment schedule.*

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

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement

- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

## **2.23. Contacting the procuring entity**

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## **2.24 Award of Contract**

### **a) Post qualification**

- 2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **b) Award Criteria**

- 2.24.4 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

## **2.25 Notification of award**

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

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

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

## **2.26 Signing of Contract**

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

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

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

## **2.27 Performance Security**

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of

contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

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

## Appendix to instructions to tenderers

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	The tender is open to all eligible firms <b>for provision of tubular inspection services.</b>
2.4.1	<p>A prospective tenderer requiring any clarification of the tender document may notify GDC in writing (e-mail in PDF format or by facsimile) through the following address:            One copy to: -            Manager, Supply Chain,            Geothermal Development Company Limited,            KAWI House,            P.O. Box 100746 – 00101, Nairobi.            E-mail: <a href="mailto:procurement@gdc.co.ke">procurement@gdc.co.ke</a>  <a href="mailto:dkyaka@gdc.co.ke">dkyaka@gdc.co.ke</a>, <a href="mailto:pkapto@gdc.co.ke">pkapto@gdc.co.ke</a>            And one copy to: -            General Manager, Drilling Operations            Geothermal Development Company Limited,            E-mail: <a href="mailto:skinyanjui@gmail.com">skinyanjui@gmail.com</a> cc: <a href="mailto:skangogo@gdc.co.ke">skangogo@gdc.co.ke</a></p> <p>GDC will respond in writing (e-mail in PDF format) to any request received at least seven (7) days prior to the deadline for the submission of tenders.            NB: Any request for clarification must be in the firm's letterhead and signed, and must be in reference to the specific parts of the tender document properly numbered.</p>
2.10	The tender Prices shall be quoted in Kenya Shillings or any other freely convertible currency
2.12	The tenderer shall furnish a tender security in the amount of <b>KSh. 100,000</b> in the form of insurance/bank guarantee valid for a period of 150 days from the date of tender opening.
2.13.1	The tender validity period is <b>120 days</b> from the date of tender opening. A tender valid for a shorter period shall be considered as non-responsive and <b><u>shall be rejected.</u></b>
2.16.1	The tender closing/opening date is on <b>Wednesday 27<sup>th</sup> February, 2019 at 2.00Pm (14.00HRS)</b>
2.20	<p>The <b><u>Mandatory requirements</u></b> that will determine a bidders responsiveness include:-</p> <ol style="list-style-type: none"> <li>a) Dully filled, Signed &amp; Stamped Tender Form &amp; Price Schedules.</li> <li>b) Tender Security in the format provided in the tender document and valid for at least <b>thirty (30) days</b> beyond the tender validity period i.e 150</li> </ol>



	<p>days from the date of tender opening.</p> <ul style="list-style-type: none"> <li>c) Evidence of incorporation in Kenya i.e. Certificate of Incorporation/ Registration in Kenya</li> <li>d) Tax compliance certificate valid at the time of opening. The validity of the Tax certificate shall be confirmed from KRA Tax Checker</li> <li>e) Attach a copy of Valid PIN Certificate</li> <li>f) Attach Copy of Valid Single Business Permit</li> <li>g) Duly Filled Confidential Business Questionnaire.</li> <li>h) Duly Filled signed &amp; stamped Declaration of Undertaking</li> <li>i) Duly Authorized power of attorney</li> </ul> <p><b>NB: Bidders who will not meet the above requirement will be declared non-responsive</b></p>
2.24	<p>In the <b>Technical evaluation stage</b>,  Schedule A: Criteria for evaluation is as specified in table 1 – below  Pass Mark: 70 marks</p> <p>Bidders that score 70 marks and above shall have their financial bids evaluated</p> <p>Bids not meeting the technical score will be declared non-responsive and will not be evaluated further.</p> <p>Bids responsive at the technical evaluation stage will be evaluated at the <b>financial stage</b>.</p> <p><b>In the financial evaluation stage-</b> in this stage; the following will be assessed.</p> <ul style="list-style-type: none"> <li>a) The bids will be checked for costing of all items.</li> <li>b) No correction of arithmetic errors- The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.</li> <li>c) Compliance to GDC payments terms as per section IV of the tender document.</li> </ul> <p>The lowest evaluated tenderer <b>for the complete schedule</b> will be recommended for award.</p>
2.26	<p>The unsuccessful tenderers will be notified on the outcome of the tender at the same time the successful tenderer is notified</p>
2.27	<p>The performance security shall be <b>10% of the contract price in the form of a bank guarantee from a local bank.</b></p>

**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.

B) **Technical Evaluation:** Only bidders who will attain an overall score of **70marks** and above in the technical evaluation will have their financial proposals evaluated.

C) **Financial Evaluation Stage award criteria:** The lowest evaluated tender for the complete schedule will be recommended for award.

**Table 1: Technical Evaluation Criteria**

<b>S. No.</b>	<b>Description of Requirements</b>	<b>Points</b>
<b>1.</b>	The bidder must provide evidence of similar assignment in the last 10 years and must attach at least 3 reference letters detailing values of assignment and contact addresses.  Points shall be distributed as follows: <ul style="list-style-type: none"><li>• More than 10 contracts- 30 Points</li><li>• 5 - 10 contracts: 20 Points</li><li>• 2 – 4 contracts: 15 Points</li><li>• Less than 2 contracts: 10 points</li></ul>	<b>30</b>

2	<p><b>Key personnel qualification for the works</b></p> <ol style="list-style-type: none"> <li>i. Project manager who must be a certified Inspector/Engineer</li> <li>ii. Oil Country Tubular Goods (OCTG) inspectors who must have at least a level II ASNT or PCN certification on Magnetic Particle Inspection (MPI) and Dye Penetrant and trained from a duly recognized training.</li> <li>iii. Ultrasonic Testing Inspector who must have at least a level II ASNT or PCN certification.</li> </ol> <p>The Project Manager and all inspectors should have at least three 3 years relevant and specific experience in the inspection of Oil Country Tubular Goods and other drilling tools. Curriculum Vitae (CVs) for the above categories of key technical personnel must be provided.</p> <p>Points shall be distributed as follows:</p> <ul style="list-style-type: none"> <li>• More than 5 years: 20</li> <li>• 3 - 4 years: 15</li> <li>• Below 3 years: 10</li> </ul>	<b>20</b>
3	<p><b>Equipment and tools availability</b></p> <p>The Bidder shall demonstrate proof of key equipment and tools availability listed in the Technical Specifications on section V, subsection B of the tender document and any other relevant tools and equipment to enable carry out inspection services as per Subsection A (iii).</p> <p>Due diligence to gauge the capacity of the bidders on equipment availability shall be done by the evaluation committee before the evaluation exercise.</p> <p>Main Inspection equipment (EMI, MPI, USI): 20 marks</p> <p>Auxiliary Equipment and Tools as per section V subsection B: 10 marks</p>	<b>30</b>
4	<p><b>Inspection Procedure</b></p> <p>Proposed technical approach and methodology detailing description of the inspection procedure in the form of Work Instruction Manual (WIM) or equivalent that the contractor shall utilize in the performance of the services</p>	<b>10</b>
5	<p>Work Plan - (including timelines) in responding to the Terms of Reference</p>	<b>10</b>

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

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

### **3.1 Definitions**

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

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

### **3.2 Application**

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

### **3.3 Standards**

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

### **3.5 Patent Right’s**

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

### **3.6 Performance Security**

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

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

### **3.7 Inspections and Tests**

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

### **3.8 Payment**

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

### **3.9 Prices**

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

### **3.10 Assignment**

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

### **3.10 Termination for Default**

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

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

### **3.12 Termination of insolvency**

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

### **3.13 Termination for convenience**

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

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

### **3.14 Resolution of disputes**

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

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

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

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

### **3.18 Notices**

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

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



## SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
<b>3.1</b> <i>definitions</i>	The Purchaser is The Managing Director, Geothermal Development Company Ltd (GDC), KAWI HOUSE, SOUTH C Tel: 0719715777/8, 0733602260, P.O Box 100746 – 00101, NAIROBI, KENYA, and includes its legal representatives, successors or assigns.
<b>3.2</b> <i>Applications</i>	The Special Conditions of Contract <i>hereinafter abbreviated as SCC</i> shall form part of the Conditions of Contract. They are made in accordance with the law and the Procuring Entity’s guidelines, practices, procedures and working circumstances. They shall amend, add to and vary the General Conditions of Contract. Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail over those in the GCC
<b>3.6</b> <i>Performance Security</i>	The Performance Security shall be in the amount of <b>10% of the Contract Price in the form of a bank guarantee</b> . The performance Security shall be valid for a minimum of 30 days after delivery.
<b>3.10</b> <b>Termination</b>	<p>GDC may without prejudice to any other remedy accruing to it terminate this Agreement in writing in whole or in part if:-</p> <p>(a) By Breach of Contract</p> <p>i)The Contractor frequently fails to provide services of acceptable standards set by GDC in the performance of this Agreement and</p> <p>ii) The Contractor fails to perform any other obligation under this Agreement</p> <p>(b) By Agreement</p> <p>Either party may terminate the Agreement by giving to the other party Three (3) months’ notice in writing or payment of Three (3) months the set fees and charges in lieu of such notice;</p> <p>On termination of this Agreement, howsoever terminated, the Contractor shall be permitted to remove all its equipment which may have been placed by the Contractor upon the employer’s premises.</p>
<b>3.8</b> <i>Payment Terms &amp; Conditions</i>	<p>1) The credit period shall be:-</p> <p>Geothermal Development Company's payment terms are 30 days upon receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and is in accordance with the contract</p> <p>2) Advance Payment</p> <p>Advance Payment is not applicable.</p>

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

## SECTION V – SCHEDULE OF REQUIREMENTS & DESCRIPTION OF SERVICE

### A. Technical Specifications for Pipe Inspection Services

#### Introduction

GDC has seven (7) rigs operating in Menengai, Nakuru County and requires the services of a qualified contractor that is capable of performing inspection of Oil Country Tubular Goods (OCTG). **These services shall be offered at the rig sites in the Menengai and Baringo Silali geothermal project.**

- i. The Contractor must have **at least one (1) Certified American Society** for Non-destructive Testing (ASNT) or Personal Certification in Non-Destructive Testing (PCN) level II (PT, MT and UT) with at least three (3) years experience in Oil Country Tubular Goods (OCTG) Inspection.
- ii. **All Inspectors should have at least three (3) years relevant and specific experience** in the inspection of Oil Country Tubular Goods and other drilling tools. All inspectors depending on their types and assigned tasks, must possess the following minimum requirements and certificates:
  - a. Oil Country Tubular Goods (OCTG) inspectors must have at least a level II ASNT or PCN certification on Magnetic Particle Inspection (MPI), and Dye Penetrant and trained from a duly recognized training institution;
  - b. Ultrasonic Testing Inspectors must have at least a level II ASNT or PCN certification;
- iii. **The inspection service shall entail;**

	Description	Type of Service
<b>Oil Country Tubular Goods</b>		
1	5" OD Standard Drill Pipe	TH Hill DS-1 Category 4 Inspection
2	5" OD Heavy Weight Drill Pipe	TH Hill DS-1 Category 3-5 Inspection
3	6½" OD Drill Collar	TH Hill DS-1 Category 3-5 Inspection
4	8"OD Drill Collar	TH Hill DS-1 Category 3-5 Inspection
5	10" OD Drill Collar	TH Hill DS-1 Category 3-5 Inspection
6	5¼ " Hexagonal Kelly	TH Hill DS-1 Category 3-5 Inspection
7	Stabilizers	TH Hill DS-1 Category 3-5 Inspection
8	Reamers	TH Hill DS-1 Category 3-5 Inspection
9	Bit Subs	TH Hill DS-1 Category 3-5 Inspection
11	Cross over subs	TH Hill DS-1 Category 3-5 Inspection
12	Lifting subs	TH Hill DS-1 Category 3-5 Inspection
<b>Tubular Handling Equipment</b>		
13	Drill Pipe Elevators	Magnetic Particle Inspection on critical areas

		and dimensional check as per OEM
14	Casing Elevators	Magnetic Particle Inspection on critical areas and Dimensional check as per OEM
15.	Manual Tongs	Magnetic Particle Inspection on critical areas and Dimensional check as per OEM
16.	Drill Pipe Slips	Magnetic Particle Inspection on critical areas and Dimensional check as per OEM
17.	Drill Collar Slips	Magnetic Particle Inspection on critical areas and dimensional check as per OEM
18.	Multipurpose Safety Clamp	Magnetic Particle Inspection on critical areas and Dimensional Check per OEM
19.	Elevator Links	Magnetic Particle Inspection on critical areas and Dimensional Check per OEM
20.	Fishing Tools	TH Hill DS-1 Category 3-5 Inspection

### **B. Provision of Equipment and Tools**

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

<b>Qty</b>	<b>Unit</b>	<b>Item Description</b>
1	Unit	Electro-Magnetic Inspection (EMI) complete with accessories for inspecting the following drill pipes:
		<ul style="list-style-type: none"> <li>● 3½ inch Drill Pipe : 3½ inch Pipe OD, 5 inch Tool joint OD</li> <li>● 5 inch Drill Pipe : 5 inch Pipe OD, 6⅝ inch Tool joint OD</li> </ul>
1	set	Magnetic Particle Inspection (MPI / MT) equipment which shall be calibrated every after six (6) months with the following accessories:
		<ul style="list-style-type: none"> <li>● AC-energized yoke, 220V; capable of lifting 4.5 kg (10.0 lbs) complete with calibration block</li> </ul>

		<ul style="list-style-type: none"> <li>• DC-energized yoke capable of lifting 18 kg (40.0 lbs) complete with calibration block</li> <li>• Magnetic field indicator/pocket-size meter used to indicate residual magnetism remaining in part after magnetization in compliance with ASTM E709-08, ASTM E1444;</li> <li>• Pie field indicator, used to aid in determining the direction of magnetic fields, in compliance with ASTM E709-08, ASTM E1444</li> </ul>
		<ul style="list-style-type: none"> <li>• Other accessories necessary to complete the inspection procedure;</li> </ul>
1	Unit	Digital Ultrasonic Thickness (UT) Gauge which can detect thickness of 0.79mm (0.0311) ± 0.25mm (0.0101) complete with dual transducer probe (2.0 to 7.5 Mhz) and step wedge calibration block. Shall be calibrated before use
1	Unit	Black or blue light which shall be capable of providing wavelengths at or near 365nm and a minimum intensity of 1000 μW/cm <sup>2</sup> , 220 V
1	Unit	ultraviolet meter
1	unit	White light meter
1	Set	Penetrant Test (PT) equipment and accessories such as:
		<ul style="list-style-type: none"> <li>• Solvent removable liquid penetrant;</li> <li>• Penetrant cleaner</li> <li>• Penetrant developer</li> </ul>
1	Set	API profile gauges and visual thread evaluating tools covering all rotary connections and proprietary gauges for specialized connection such as VAM-EIS
1	Set	Depth gauge
1	Set	Lead gauge
1	Set	Tool joint identifier;
1	Set	Rotary brushes for internal cleaning of Tubular goods
1	Set	Outside Diameter (OD) calliper
1	Set	Inside Diameter (ID) calliper
1	Set	Vernier calliper
1	Set	Steel rule (graduation: 1/8 inch, 1/16 inch, 1/32 inch and 1/64 inch)
1	Set	Inspection mirror
1	Set	Metal stencil (size 1/4 inch)
1	Set	Tally meter
1	Set	Refacing tool, should be able to resurface the shoulder evenly to ensure flat shoulder and no visible gap during straight edge inspection

1	Set	Angle grinder and straight grinder with 7 inch and 4 inch disc with dead man's switch features complete
		with accessories, 220V;
1	Set	Certified American Society for Non-destructive Testing (ASNT) or Personal Certification in Non-Destructive Testing (PCN) level II (PT, MT, UT) with at least three (3) years' experience in Oil Country Tubular Goods (OCTG) Inspection
1	Lot	Other necessary equipment to complete the inspection services for OCTG inspection

The Contractor shall provide their own means of transport for their inspection teams. GDC shall not provide any transport services.

### **Duties and responsibilities of contractor**

The Contractor shall warrant and undertake that:

1. The inspection services are based on appropriate inspection standards such as API RP7G-2 and latest edition of Tom H. Hill (TH Hill) DS-1 Drill Stem Inspection, AWS WII:2010 and appropriate ASME and ASTM Standards. Contractor also warrants defective work and shall remedy or rectify such goods at no cost to GDC.
2. It is ready and prepared to mobilize, at Contractor's cost the Inspection personnel.
3. It will submit a comprehensive technical description of the inspection procedure it shall utilize in the form of Work Instruction Manual (WIM) or equivalent in the performance of the services, which shall be subjected to post evaluation and approval of the Company's authorized representative.
4. It will submit an Inspection report for which Company shall sign-off and issue Certificate of Acceptance (or equivalent to attest the successful completion of the Services).
5. It will provide qualified and competent Inspectors to operate and maintain the Inspection Equipment and perform services that include the following:
  - a. To use and calibrate Contractor's supplied Inspection Equipment;
  - b. To identify and analyze specific Tubular Goods and other tools damage problems;
  - c. To coordinate with Company's authorized representative on the details of the Services;
  - d. To recommend action plans on the conduct of inspection;
  - e. To supervise, service, maintain and repair the Inspection Equipment provided under this Contract;

- f. To submit an Inspection Report at a maximum of 5 days after completion of the Services;
  - g. To ensure sound practices are demonstrated and followed during goods inspection; and
  - h. To perform other services related to the Tubular Goods and other tools inspection as instructed by the Company's authorized representative and within the limits indicated in the Contractor's operation manual and covered under this contract.
6. The contractor will shoulder the maintenance and all attendant costs related to Contractor-supplied equipment, such as, but not limited to trucking, parts replacement and personnel movement.
  7. It will provide power required for the inspection exercise (portable generator and fuel).
  8. It shall provide a fork loader that will be used for tubular handling during inspection. GDC will provide a tubular yard and any agreed working space.
  9. The contractor shall provide diesel for cleaning, thread lubricants, marine coat, rust preventive coating and similar coating materials needed to perform the Services;
  10. The contractor shall provide the following services, facilities and properties in the performance of the Services:
    - a. On the contractor's account, all travel, food and accommodation costs for its personnel.
    - b. All unskilled labor (including their food, lodging, and other incidental costs at Project Site/s) that the Inspectors may require, in the discharge of his duties, subject to prior approval of Company;
    - c. Transport of equipment, consumables and personnel within and outside GDC premises at its own cost;
    - d. All regulatory permits that are required to transport contractor's supplied Inspection Equipment should there be any special requirement to transport such Inspection Equipment;
    - e. All regulatory permits, certificates and licenses necessary to perform the services required for the engagement;
    - f. The contractor shall comply with the work permit system of GDC.
  13. It shall provide the following equipment to its own personnel and area of operational control:

## Personal Protective Equipment

Item Description
Safety Glass - must be compliant to ANSI Z87
Safety Goggles - must be compliant to ANSI Z87 (as necessary)
Face Shield
Hard Hat – must be compliant to ANSI Z89
Safety Shoes – must be steel toe
Polka Dot Gloves
Ear Plugs – must be compliant to ANSI S3.19-1974
Coverall – must have reflective strips around shoulders, arms and legs

## Safety Equipment

Qty	Unit	Item Description
1	Unit	First Aid Kit
1	Unit	Fire Extinguisher
1	Lot	Spill Pallet and Spill Kit
1	Unit	Eye wash station



## SCHEDULE OF QUANTITIES

### SCHEDULE A: INSPECTION SERVICE

	<b>Description</b>	<b>Type of Service</b>	<b>Unit</b>	<b>Quantity</b>
1	5" OD Drill Pipe	TH Hill DS-1 Category 4 Inspection	Piece	3,000
2	5" OD Heavy Weight Drill Pipes	TH Hill DS-1 Category 3-5 Inspection	Piece	500
3	6½" OD Drill Collar	TH Hill DS-1 Category 3-5 Inspection	Piece	300
4	8" OD Drill Collar	TH Hill DS-1 Category 3-5 Inspection Inspection	Piece	300
5	10" OD Drill Collar	TH Hill DS-1 Category 3-5 Inspection	Piece	52
6	5¼" Hexagonal Kelly	TH Hill DS-1 Category 3-5 Inspection	Piece	14
7	Stabilizers	TH Hill DS-1 Category 3-5 Inspection	Piece	130
8	Reamers	TH Hill DS-1 Category 3-5 Inspection	Piece	12
9	Bit Subs	TH Hill DS-1 Category 3-5 Inspection	Piece	52
10	Cross over subs	TH Hill DS-1 Category 3-5 Inspection	Piece	600
11	Lifting subs & caps	TH Hill DS-1 Category 3-5 Inspection	Piece	48
<b>Tubular Handling Equipment</b>				
12	Drill Pipe Elevators	Magnetic Particle Inspection on critical areas and dimensional check as per OEM	Piece	14
13	Casing Elevators	Magnetic Particle Inspection on critical areas and dimensional check as per OEM	Piece	28
14	Manual Tongs	Magnetic Particle Inspection on critical areas and Dimensional check as per OEM	Piece	14
15	Drill Pipe Slips	Magnetic Particle Inspection on critical areas and Dimensional Check per OEM	Piece	28

16	Drill Collar Slips	Magnetic Particle Inspection on critical areas and Dimensional Check per OEM	Piece	28
17	Multipurpose Safety Clamp	Magnetic Particle Inspection on critical areas and Dimensional Check per OEM	Piece	14
18	Elevator Links	Magnetic Particle Inspection on critical areas and Dimensional Check per OEM	Piece	7
19	Fishing Tools	TH Hill DS-1 Category 3-5 Inspection	Piece	20

**SECTION VI - PRICE SCHEDULE**

**SCHEDULE A: INSPECTION SERVICE**

	<b>Description</b>	<b>Type of Service</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Cost</b>
1	5" OD Drill Pipe	TH Hill DS-1 Category 4 Inspection	Piece	3,000		
2	5" OD Heavy Weight Drill Pipes	TH Hill DS-1 Category 3-5 Inspection	Piece	500		
3	6-1/2" OD Drill Collar	TH Hill DS-1 Category 3-5 Inspection	Piece	300		
4	8" OD Drill Collar	TH Hill DS-1 Category 3-5 Inspection	Piece	300		
5	10" OD Drill Collar	TH Hill DS-1 Category 3-5 Inspection	Piece	52		
6	5 1/4" Hexagonal Kelly	TH Hill DS-1 Category 3-5 Inspection	Piece	14		
7	Stabilizers	TH Hill DS-1 Category 3-5 Inspection	Piece	130		
8	Reamers	TH Hill DS-1 Category 3-5 Inspection	Piece	12		
9	Bit Subs	TH Hill DS-1 Category 3-5 Inspection	Piece	52		
10	Cross over subs	TH Hill DS-1 Category 3-5 Inspection	Piece	600		
11	Lifting subs & caps	TH Hill DS-1 Category 3-5 Inspection	Piece	48		
<b>Tubular Handling Equipment</b>						
12	Drill Pipe Elevators	Magnetic Particle Inspection on critical areas and dimensional check as per OEM	Piece	14		

13	Casing Elevators	Magnetic Particle Inspection on critical areas and dimensional check as per OEM	Piece	28		
14	Manual Tongs	Magnetic Particle Inspection on critical areas and Dimensional check as per OEM	Piece	14		
15	Drill Pipe Slips	Magnetic Particle Inspection on critical areas and Dimensional Check per OEM	Piece	14		
16	Drill Collar Slips	Magnetic Particle Inspection on critical areas and Dimensional Check per OEM	Piece	14		
17	Multipurpose Safety Clamp	Magnetic Particle Inspection on critical areas and Dimensional Check per OEM	Piece	14		
18	Elevator Links	Magnetic Particle Inspection on critical areas and Dimensional Check per OEM	Piece	7		
19	Fishing Tools	TH Hill DS-1 Category 3-5 Inspection	Piece	20		
<b>TOTAL COST</b>						

<b>16% VAT</b>	
<b>Grand Total Cost inclusive of VAT Transferred to tender form</b>	

NB:

a) Prices will be fixed during the contract period

**No correction of arithmetic errors.**

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

Tenderer's Name (Company) \_\_\_\_\_

Signature & Rubber stamp: \_\_\_\_\_

Date: \_\_\_\_\_

## **SECTION VII- STANDARD FORMS**

### **Notes on standard forms**

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

### **STANDARD FORMS**

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

**FORM OF TENDER**

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

To.....  
.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

## 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 \_\_\_\_\_.



## 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>.....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
---

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

**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)*

**PERFORMANCE SECURITY FORM**

To: .....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

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

supply.....

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

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

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

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

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

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

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

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

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

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

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

*(Amend accordingly if provided by Insurance Company)*

## **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))

**POWER OF ATTORNEY**

To [name of the Procuring entity] .....

*Note: This power of attorney should be on the letterhead duly signed and stamped nominating a representative to transact and sign document on behalf of your company.*