



**TENDER FOR PROVISION OF REPAIR AND
MAINTENANCE OF MECHANICAL
HANDLING EQUIPMENT AT MENENGAI
GEOTHERMAL PROJECT FOR A PERIOD
OF TWO (2) YEARS THROUGH
FRAMEWORK AGREEMENT**

GDC/EM/OT/052/2017:2018

**CLOSING DATE AND TIME: 9th May, 2018 at
2.00pm.**

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

TABLE OF CONTENTS

	Page
SECTION I	INVITATION TO TENDER..... 3
SECTION II	INSTRUCTIONS TO TENDERERS..... 4-15
	APPENDIX TO INSTITUTIONS TO TENDER 16-18
SECTION III	GENERAL CONDITIONS OF CONTRACT..... 19-25
SECTION IV	SPECIAL COND1TIONS OF CONTRACT..... 26-27
SECTION V	DESCRIPTION OF SERVICE..... 31-32
SECTION VI	PRICE SCHEDULE..... 33-40
SECTION VII	STANDARD FORMS..... 41-47

SECTION I: INVITATION TO TENDER

DATE: 24/04/2018

TENDER NAME: TENDER FOR PROVISION OF REPAIR AND MAINTENANCE OF MECHANICAL HANDLING EQUIPMENT FOR A PERIOD OF TWO (2) YEARS.

TENDER NO.: GDC/EM/OT/052/2017:2018

- 1.1 The Geothermal Development Company Limited invites sealed bids from eligible candidates for the **Provision of Repair and Maintenance of Mechanical Handling Equipment for a Period of Two (2) Years (Framework Agreement)**.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents 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.
- 1.3 An electronic copy of the tender document may be obtained by interested firms upon payment of a non-refundable fee of **Kshs. 1000** payable to our accounts office in cash or bankers cheque. The document can also be viewed and downloaded from the website www.gdc.co.ke or <http://supplier.treasury.go.ke> free **of charge or at no cost**. Bidders who download the tender document from the website **MUST** forward their immediately for records and any further tender clarifications and addenda to address provided at appendix to instruction to tenderers.
- 1.4 Tenders **MUST** be accompanied by a **Tender Security in the amount of Kshs. 200,000.00** from a reputable bank/insurance company operating in Kenya in the format provided in the tender document.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender name and tender reference number and be deposited in the Tender Box at GDC Kawi House Office Ground Floor, located at South C Bellevue ,Off Mombasa Road, Red Cross Road, or be addressed to;

**THE MANAGING DIRECTOR,
GEOTHERMAL DEVELOPMENT COMPANY LTD (GDC)
P.O. BOX 100746 – 00101
NAIROBI, KENYA**

So as to be received on or before **Wednesday 9th May, 2018 at 2.00pm (1400Hrs)**

- 1.6 Prices quoted per full schedule should be inclusive of all taxes & delivery costs and must be in Kenya Shillings or an easily convertible currency and shall remain valid for 120 days.
- 1.7 There will be a Mandatory Site Visit at Menengai on Wednesday 2nd May, 2018. Bidders to assemble at GDC Office in Polo Center, Nakuru by 9:00am. Site Visit attendance register shall be signed during visit and site visit certificate issued to bidder's present. Tenderers to arrange for their own transport and accommodation during the visit.**
- 1.8 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at GDC Kawi House Office Ground Floor boardroom.
- 1.9 Late Tenders will be not opened and accepted.

MANAGER, SUPPLY CHAIN

SECTION II – INSTRUCTIONS TO TENDERERS

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

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. GDC 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 GDC 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 GDC, 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 be **Kshs. 1,000.00**

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender Security Form
 - xi) Performance security form

- xii) Declaration of undertaking
 - xiii) Manufacturer Authorization
 - xiv) Power of Attorney
- 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 GDC in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The GDC 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 GDC. 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 GDC 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 GDC, 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 GDC, 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 GDC, 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 GDC within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security of Ksh 200,000.00 in the form specified in the Invitation to tender.

2.12.2 The tender security is required to protect the GDC 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 GDC 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 GDC.

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 GDC 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 GDC, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the GDC as nonresponsive.

2.13.2 In exceptional circumstances, the GDC 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.

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 GDC 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 9th May, 2018 at 2:00pm**"

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 GDC 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 GDC at the address specified under paragraph 2.15.2 no later than **Wednesday 9th May 2018 at 2:00pm**

2.16.2 The GDC 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 GDC 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 GDC 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 GDC 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 GDC 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 GDC 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 GDC will open all tenders in the presence of tenderers' representatives who choose to attend, at **2:00pm, Wednesday 9th May 2018** 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 GDC, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The GDC 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 GDC 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 GDC in GDC 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 GDC 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 GDC 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 GDC 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. GDC 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 GDC 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 GDC 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 GDC 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 GDC 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 GDC 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 GDC 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 GDC 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 GDC

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the GDC 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 GDC 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 GDC 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 GDC 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 GDC will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) **Award Criteria**

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

2.24.4 The GDC 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 GDC action. If the GDC determines that none of the tenderers is responsive; the GDC shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the GDC 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 GDC 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 GDC notifies the successful tenderer that its tender has been accepted, the GDC 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 GDC.

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 GDC, 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 GDC.

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

2.28 Corrupt or Fraudulent Practices

2.28.1 The GDC 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 GDC 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
2.1.1	The tender is eligible to all suppliers Providing Repair and Maintenance of Mechanical Handling Equipment for a period of two (2) years under framework agreement.
2.2.1	The document can also be viewed and downloaded from the website www.gdc.co.ke or http://supplier.treasury.go.ke free of charge or at no cost. Bidders who download the tender document from the website must forward their particulars immediately for records and any further tender clarifications and addenda. There will be a Mandatory Site Visit at Menengai in Nakuru on 2nd May, 2018. Bidders to assemble at GDC Office in Polo Center. Site Visit attendance register shall be signed during visit and site visit certificate issued to bidder's present. Tenderers to arrange for their own transport and accommodation during the visit.
2.4.1	A prospective tenderer requiring any clarification of the tender document may notify GDC in writing (email in PDF format or by facsimile) at the following address: Manager, Supply Chain Geothermal Development Company Limited, Kawi House, South C Bellevue ,Off Mombasa Road, Red Cross Road P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: procurement@gdc.co.ke Copy to: dkyaka@gdc.co.ke & pkapto@gdc.co.ke <u>And</u> One copy to: - General Manager, Drilling & Infrastructure Geothermal Development Company Limited, P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: gkinyanjui@gdc.co.ke Copy to: rngosi@gdc.co.ke NB: Any request for clarification must be in the firm's letterhead, signed and must be in reference to the specific parts of the tender document properly numbered specific parts of the tender

	document properly numbered.																																
2.4.2	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.																																
2.8.1	Tenderers shall complete the form of tender furnished in the tender documents.																																
2.10	Prices shall be quoted in Kenya Shillings or an easily convertible currency.																																
2.12	Tenderers shall furnish, as part of its tender, a tender security in the amount of Kshs. 200,000.00 issued by a reputable bank/Insurance.																																
2.13.1	The tender validity period is 120 days from the date of tender opening. A tender valid for a shorter period shall be considered non-responsive and shall be rejected.																																
2.14.1	Tenderers shall prepare one (1) original and Two (2) copies of the tender document initialed, paginated and well bound.																																
2.15.1	Tenderers shall seal the original and the copies of the tender in one envelope and be addressed to the address given in the invitation to tender.																																
2.16.1	Tenders must be received by not later than Wednesday, 9th May 2018 at 2:00pm.																																
2.18.1	GDC will open the tenders in the presence of tenderers representatives who choose to attend the tender opening at 2:00pm, Wednesday 9th May 2018 in the location specified in the invitation to tender.																																
2.22.1	<p><u>Tender Evaluation Criteria</u></p> <p>a) Mandatory Evaluation Criteria- This will be based on the compliance to the following criteria by tenderers.</p> <table border="1"> <thead> <tr> <th>No.</th> <th>Requirement</th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Duly filled, Signed & Stamped Price Schedules</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>Duly filled, Signed & Stamped Tender Form</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>Original Tender Security in the amount of Ksh 200,000 in the form of bank or insurance guarantee valid for a period of 150 days from the date of tender opening.</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>Attach a copy of certificate of Incorporation/Registration in Kenya</td> <td></td> <td></td> </tr> <tr> <td>5.</td> <td>Attach a copy of Tax Compliance Certificate valid at the time of tender opening. GDC shall confirm the Certificate validity from KRA tax checker or equivalent for a foreign firm</td> <td></td> <td></td> </tr> <tr> <td>6.</td> <td>Duly filled and signed Confidential Business Questionnaire</td> <td></td> <td></td> </tr> <tr> <td>7.</td> <td>Duly Filled and Signed Declaration of</td> <td></td> <td></td> </tr> </tbody> </table>	No.	Requirement	Yes	No	1.	Duly filled, Signed & Stamped Price Schedules			2.	Duly filled, Signed & Stamped Tender Form			3.	Original Tender Security in the amount of Ksh 200,000 in the form of bank or insurance guarantee valid for a period of 150 days from the date of tender opening.			4.	Attach a copy of certificate of Incorporation/Registration in Kenya			5.	Attach a copy of Tax Compliance Certificate valid at the time of tender opening. GDC shall confirm the Certificate validity from KRA tax checker or equivalent for a foreign firm			6.	Duly filled and signed Confidential Business Questionnaire			7.	Duly Filled and Signed Declaration of		
No.	Requirement	Yes	No																														
1.	Duly filled, Signed & Stamped Price Schedules																																
2.	Duly filled, Signed & Stamped Tender Form																																
3.	Original Tender Security in the amount of Ksh 200,000 in the form of bank or insurance guarantee valid for a period of 150 days from the date of tender opening.																																
4.	Attach a copy of certificate of Incorporation/Registration in Kenya																																
5.	Attach a copy of Tax Compliance Certificate valid at the time of tender opening. GDC shall confirm the Certificate validity from KRA tax checker or equivalent for a foreign firm																																
6.	Duly filled and signed Confidential Business Questionnaire																																
7.	Duly Filled and Signed Declaration of																																

		Undertaking not to engage in corrupt fraudulent practice.		
	8.	Attach site visit certificate		
	9.	<i>Non-performance of a contract did not occur within the last Five (5) years prior to the deadline for application submission, Provide a confirmation letter. GDC will confirm from the records on delivery/performance of our LPOs/contracts.</i>		
	10.	Attach Manufacturer/dealership authorization letter in the brand of motor vehicle tendered for. This shall be verified with the issuing company. <i>(Tenderers to provide duly signed and stamped Manufacturer's authorization letter in the Manufacturers letter head)</i>		
	11.	Attach a duly authorized power of attorney		
	Note: Tenderers must pass all the parameters in the mandatory evaluation so as to be considered for technical evaluation.			
	b) Technical Evaluation Criteria-This will be based on compliance to the following criteria by tenderers.			
	No.	Requirement	Marks	
	1.	Must have experience of at least five (5) years of repair and maintenance of mechanical handling equipment and must provide 5-year minimum history with references in handling such equipment's. <i>(Tenderers to provide a list of firms and their contact details for which services has been executed for the last five (5) years in their company's letterhead duly signed)</i>	20mks	
	2.	Must have a minimum of three (3) references from other organizations from the above list, <i>(Tenderers to Provide copies of contracts/Local Purchase Orders from each of three referenced organizations)</i> 10mks for each LPO/contract	30mks	
	3.	Evidence of equipment repair workshop; Must have at least the following machines & equipment in the repair workshop; Engine Lifting Equipment, Welding equipment, Pneumatic lifts, hydraulic hoists, spray booth, adequate storage facilities for spare parts. GDC shall inspect the workshops listed by the tenderer to verify the actual capability to perform the required services and ensure protection for the GDC assets.	15mks	

		<i>(Tenderers shall provide physical address of his repair workshop in company's letter head duly signed)</i>	
	4.	<p>Provide commitment letter clearly indicating in company's letterhead duly signed and stamped that commit to the following timelines;</p> <ul style="list-style-type: none"> a) Spare parts for minor service must be locally available within 24hrs upon receipt of LPO to GDC operation site. <i>(5mks)</i> b) Spare parts for breakdown service must be available within 14 working days upon receipt of LPO to GDC operation site. <i>(5mks)</i> c) Repairs involving replacement of parts shall not exceed two (2) days. Repairs involving Engine works shall not exceed seven (7) days & Repairs involving body works shall not exceed five (5) days. <i>(5mks)</i> 	15mks
	5.	<p>Must have within their establishments the following staff; Provide 4No. of Cvs;</p> <ul style="list-style-type: none"> a. Technical staff with at least 5 years' experience in motor vehicle repairs/service and who are certified and trained in the maintenance of XCMG cranes and forklifts should be submitted. <i>(5mks)</i> b. The Team Leader should have at least a Diploma in Mechanical Engineering <i>(5mks)</i> c. Two mechanics with Motor Vehicle Technicians Certificate. <i>(Tenderers to provide Copies of certified CV's and academic certificates for the above mentioned.). (5mks for each Cv)</i> 	20mks

	<p>The pass mark shall be a minimum technical score of 70 points/marks. A proposal shall be rejected at this stage (technical evaluation stage) if it does not attain this mark.</p> <p>Note: Tenderers must be responsive at the technical evaluation stage so as to be considered for financial evaluation.</p> <p>c) Financial Evaluation Criteria- This will be based on the compliance to the following criteria by tenderers.</p> <ol style="list-style-type: none"> i. The lowest evaluated unit price summation per full schedule. ii. Compliance to GDC payment terms. iii. 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.
2.24	GDC may at its own discretion conduct due diligence on the tenderers to establish their ability to perform the contract.
2.24.3	The lowest evaluated tenderer per full unit price summation shall be awarded the tender.
2.25	The unsuccessful tenderers will be notified of the outcome of the tender at the same time the successful tenderer is notified
2.27	Performance Bond of 10% of the total contract ceiling amount is required for this tender. The Performance bond shall be issued by a reputable bank operating in Kenya and shall be valid for thirty (30) days after completion of service delivery.

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS		Page
3.1	Definitions.....	20
3.2	Application.....	20
3.3	Standards.....	20
3.4	Patent Rights.....	20
3.5	Performance security.....	21
3.6	Inspections and tests.....	21
3.7	Payment.....	22
3.8	Interest on delayed payments.....	22
3.9	Prices.....	22
3.10	Assignment.....	22
3.11	Termination for default.....	22
3.12	Termination for insolvency.....	23
3.13	Termination for convenience.....	23
3.14	Termination by mutual consent.....	25
3.15	Resolution of disputes.....	25
3.16	Governing language.....	25
3.17	Force majeure.....	25
3.18	Force majeure termination.....	25
3.19	Limitation of liability.....	25
3.20	Applicable law.....	25
3.21	Notices.....	26
3.22	Ammendments.....	26

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 GDC 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 GDC under the Contract.
- d) “The GDC” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.4 Patent Right’s

The tenderer shall indemnify the GDC 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.

3.5 Performance Security

- 3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the GDC the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to the GDC as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the GDC and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.5.4 The performance security will be discharged by the GDC 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.

3.6 Inspections and Tests

- 3.6.1 The GDC or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The GDC shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 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 GDC.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the GDC 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 GDC.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 Interest on Delayed Payments

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

3.9 Prices

3.9.1 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 GDC 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.

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

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

3.9.4 Where the variation in contract price results to an increment by more than 25%, such variation shall be tendered for separately.

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

3.9.6 Price variation request shall be responded to by the procuring entity within 30 days of receiving the request.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with GDC prior written consent.

3.11 Termination for Default

The GDC 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 GDC.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.

- c) if the tenderer, in the judgment of the GDC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If the service rendered by the Tenderer do not conform to the Standards specified in the Contract

In the event the GDC 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 GDC for any excess costs for such similar services.

3.12 Termination of Insolvency

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

3.13 Termination for Convenience

- 3.13.1 The GDC 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 GDC 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 GDC may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Termination by Mutual Consent

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

3.15 Resolution of disputes

GDC 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.

3.16 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.

3.17 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.

Effect of Force Majeure:

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

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

3.18 Force Majeure Termination:

If an event of Force Majeure continues beyond a period of thirty (0) days, the Parties shall meet in good faith to consult, if no such solution is found, either Party shall be entitled to terminate the obligations of the Parties under the Contract which are affected by such Force Majeure by giving written notice of not less than seven (7) days to the other Party.

3.19 Limitation of Liability

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

3.20 Applicable Law.

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

3.21 Notices

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

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

3.22 Amendments

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.1	The Purchaser is The Geothermal Development Company Limited of Kawi House, South C Off Mombasa Road, Nairobi, Kenya. It includes the Purchaser's legal representative's successors or assigns
3.3	Tenderers shall provide the repair and maintenance of mechanical handling equipment as per specifications for a period of two (2) years.
3.6	The performance security shall be 10% of the total contract ceiling amount in the form of a bank guarantee from a Bank operating in Kenya. The performance security shall be valid for thirty days after service delivery and shall be provided by winning firm's only.
3.8	<ul style="list-style-type: none"> i. GDC Payment terms are 30 days upon receipt of certified invoices confirming that the invoiced spares & services have been rendered in accordance with the contract. ii. Payment shall be made through Geothermal Development Company's cheque or telegraphic transfer of the contract. iii. Advance Payment shall not apply.
3.9	No interest charged on delayed payments
3.10	<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></p> <p>The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.</p>
3.15	GDC 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. 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.
3.20	The contract shall be interpreted in accordance with the laws of Kenya.
3.22	<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; For the Procuring Entity:</p> <p style="padding-left: 40px;">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 SERVICES/TECHNICAL SPECIFICATIONS

No.	Description	Duration
1.	Provision of Repair and Maintenance of Mechanical Handling Equipment for a Period of Two (2) Years	2 year

FRAMEWORK CONTRACT FOR THE PROVISION OF REPAIR AND MAINTENANCE OF MECHANICAL HANDLING EQUIPMENT

Introduction

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

Geothermal Development Company operates a fleet of Truck-mounted Cranes, forklifts and Man riders mainly of XCMG and Dalian brands. GDC seeks to enter into a two (2) Year framework contract with a firm who are Dealers of the stated equipment for general repair & maintenance of the mechanical handling equipment.

Scope of works

The scope of work shall be Repair & Maintenance of GDC mechanical handling equipment listed in the table below, and shall include the following:

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

Table 1GDC mechanical handling equipment

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

Quality of Services and Spare Parts.

- All Spare parts shall be genuine original and manufacturer's approved parts. GDC shall inspect parts supplied to ensure they are new, genuine and without defects. All used parts shall be set aside for verification before disposal and remain GDC's property
- Contractor to state warranty conditions applicable to spare parts
- Spare parts for minor service must be locally available within 24hrs upon receipt of LPO to GDC operation site
- Spare parts for breakdown service must be available within 14 working days upon receipt of LPO to GDC operation site
- The contractor will perform all services to the highest quality to a level that is in accordance with equipment Manual or standard provided by the GDC.
- Where no specific instructions are provided by the manufacturer, the Service Provider will maintain a standard in keeping with the highest levels in the automotive industry, based on the mobile plant road worthiness testing to Kenyan acceptable standards.
- The interior of the equipment will be protected at all times to ensure that the interior furnishings are not damaged or soiled in any way.
- The Contractor shall not tamper with any part of the equipment which does not require inspection or repair. The Service Provider will be responsible for the repair or replacement of any parts that are damaged through such unauthorized works.
- All service and repair work shall be approved by a GDC Maintenance Engineer /Technician. Any unsatisfactory work as identified by the GDC Maintenance Engineer /Technician shall be rectified by the Contractor at its own expenses.

Operating Procedures

1. The servicing schedule will be in accordance with the manufacturer's recommendations and any changes or alterations as defined by the Employer
2. GDC will make available, to the contractor any mobile plant that is due to have scheduled maintenance or servicing. However, for operational reasons, some mobile plants may not be available for scheduled maintenance and the GDC is under no obligation to make the mobile plant available.
3. The contractor will be notified with an emailed service order by GDC Equipment Maintenance Manager/ Maintenance Engineer when a mobile plant is due for maintenance or repair. This notification will include description of fault and requested date of submission.
4. Where additional services or parts are required for completion of services, the contractor shall send a quote of the additional parts to the Equipment Maintenance Manager an for approval before any additional spare part can be used..
5. The contractor shall always aim to complete the repairs within the shortest time possible. In case of delays due to stock outs, the contractor shall confirm in writing to the GDC Equipment Maintenance Manager/ Maintenance Engineer when the part will be available. The stipulated time limit for availing the spare parts is 14 working days.

SECTION VI – PRICE SCHEDULE

SCHEDULE 1 – XCMG CRANES MODEL: QY50K-I

Engine model: WD615.46 Chassis model: LXGCPA402DA

A. MINOR SERVICE PARTS (500HR. SERVICE)

DESCRIPTION	PART NUMBER	QTY	UNIT COST IN KSHS	VAT	UNIT COST IN KSHS (Inclusive of VAT)
Fuel Filter	XD130003				
Oil Filter	QJ1001003				
Air Element	GJ001001				
Water Separators	612600000000				
Hydraulic Filters	XD130011				
Labour					
Transport					

B. MAJOR SERVICE PARTS (1000HR. SERVICE)

DESCRIPTION	PART NUMBER	QTY	UNIT COST IN KSHS	VAT	UNIT COST IN KSHS (Inclusive of VAT)
Hydraulic oil					
Transmission oil					
Grease					
Plus all minor service parts					
Labour					
Transport					

C. BREAKDOWN LABOUR AND TRANSPORT

DETAIL	UoM	UNIT COST IN KSHS	VAT	UNIT COST IN KSHS (Inclusive of VAT)
Engineer call out rate/ day	Day			
Transport to Menengai site	Trip			
Transport to Baringo/Silali site	Trip			

NB: All prices/Rates quoted shall be inclusive of 16% VAT & transport to Menengai. The bidder may provide a breakdown of the Unit rates for all other services expected to be

performed that has not been specified above i.e. in case of unforeseen breakages for the equipment's.

SCHEDULE 2: FORKLIFTS

10T DALIAN (ENGINE ISUZU & MITSUBISHI)

A. MINOR SERVICE PARTS (500HR. SERVICE)

DESCRIPTION	PART NUMBER	QTY	UNIT COST IN KSHS	VAT	UNIT COST IN KSHS (Inclusive of VAT)
Isuzu Engine Oil Filter	63051				
Isuzu Engine Fuel Filter	132400740				
Air Element	0552-3162512				
Fuel-Water Separator	DX150				
Hydraulic system filters					
Labour					
Transport					

B. MAJOR SERVICE PARTS (1000HR. SERVICE)

DESCRIPTION	PART NUMBER	QTY	UNIT COST IN KSHS	VAT	UNIT COST IN KSHS (Inclusive of VAT)
Hydraulic system filters					
Gear oil					
Axle oil					
Labour					
Transport					

2.5T DALIAN FORKLIF

A. MINOR SERVICE PARTS (500HR. SERVICE)

DESCRIPTION	PART NUMBER	QTY	UNIT COST IN KSHS	VAT	UNIT COST IN KSHS (Inclusive of VAT)
Fuel Filter	ME035829				
Oil Filter	8944309830				
Air Element	KW1122A				
Fuel Water Separator	8-931156-634-0				
Labour					
Transport					

B. MAJOR SERVICE PARTS (1000HR. SERVICE)

DESCRIPTION	PART NUMBER	QTY	UNIT COST IN KSHS	VAT	UNIT COST IN KSHS (Inclusive of VAT)
Hydraulic system filters					
Gear oil					
Axle oil					
Labour					
Transport					

C. BREAKDOWN LABOUR AND TRANSPORT

DETAIL	UoM	UNIT COST IN KSHS	VAT	UNIT COST IN KSHS (Inclusive of VAT)
Engineer call out rate/ day	Day			
Transport to Menengai site	Trip			
Transport to Baringo/Silali site	Trip			

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

SCHEDULE 3: MANRIDERS

Make: XCMG JMC 2.8L DIESEL

A. MINOR SERVICE PARTS (500HR. SERVICE)

DESCRIPTION	PART NUMBER	QUANTITY	UNIT COST IN KSHS	VAT	UNIT COST IN KSHS (Inclusive of VAT)
Fuel Filter	3000120				
Oil Filter	0576-88983318				
Air Element	110923009				
Labour					
Transport					

B. MAINOR SERVICE, LABOUR AND TRANSPORT

DESCRIPTION	PART NUMBER	QUANTITY	UNIT COST IN KSHS	VAT	UNIT COST IN KSHS (Inclusive of VAT)
Hydraulic oil filter					
Gear oil					
Axle oil					
Labour					
Transport					

C. BREAKDOWN LABOUR AND TRANSPORT

DETAIL	UoM	UNIT COST IN KSHS	VAT	UNIT COST IN KSHS (Inclusive of VAT)
Engineer call out rate/ day	Day			
Transport to Menengai site	Trip			
Transport to Baringo/Silali site	Trip			

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

SCHEDULE 4: LIFTING TRUCKS

BEIBEN. MODEL NO. 2529

A. MINOR SERVICE PARTS (500HR. SERVICE)

DESCRIPTION	PART NUMBER	QUANTITY	UNIT COST IN KSHS	VAT	UNIT COST IN KSHS (Inclusive of VAT)
Centre Rubber Bearing					
Fuel filters					
Diesel filters					
Air filters					
Labour					
Transport					

B. BREAKDOWN LABOUR AND TRANSPORT

DETAIL	UoM	UNIT COST IN KSHS	VAT	UNIT COST IN KSHS (Inclusive of VAT)
Engineer call out rate/ day	Day			
Transport to Menengai site	Trip			
Transport to Baringo/Silali site	Trip			

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.

SECTION VII- STANDARD FORMS

Notes on standard forms

Notes on the sample Forms

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

2. **Declaration of undertaking** not to engage in Corrupt Fraudulent Practice – Bidders MUST sign, Fill & Stamp the declaration form not to engage in corrupt practices

3. **Mandatory Confidential Business Questionnaire** - Bidder MUST Fill, Sign & Stamp the questionnaire

4. **Performance Security-** The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

5. **Manufacturer Authorization** – Tenderers must submit dully filled manufacturer authorization form.

- 6 **Tender Security** - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

- 7 **Contract Form** - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

8. **Power of Attorney** – Provide the name, title and designation of the person nominated to sign and transact business with GDC on behalf of your company.

7.1 FORM OF TENDER

Date _____
Tender No. _____

To.....

.....

[Name and address of GDC]

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 _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (GDC).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No,Street/Road.....</p> <p>Postal addressTel No.Fax Email.....</p> <p>Nature of Business</p> <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 style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <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.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>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.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

7.3 DECLARATION OF UNDERTAKING

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the Public Procurement & Disposal Act 2015

We also underscore the importance of adhering to the law in the implementation of the project. We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country.

We also declare that our company/sub-contractors/ all members of the consortium has/have not been debarred to engage in procurement/ included in the list of sanctions.

We acknowledge that, the client is entitled to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

Dated this _____ day of _____ 20 _____

(Name of company)

(Signature(s))

7.4 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS *[name of tenderer]* (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____ *[reference number of the contract]* dated _____ 20 _____ to _____ supply *[description of goods]* (hereinafter called “the Contract”).

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

7.5 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called "the tenderer") has submitted its tender dated [date of submission
of tender] for the supply, installation and commissioning of [Maintenance Services]
(hereinafter called "the Tender") KNOW ALL
PEOPLE by these presents that WE of
..... having our registered office at
(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 tender 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)

7.6 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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

7.7 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of
this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as
hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the
goods and to remedy defects therein in conformity in all respects with the provisions of the
Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the
provisions of the goods and the remedying of defects therein, the Contract Price or such other
sum as may become payable under the provisions of the Contract at the times and in the manner
prescribed by the contract.

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

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

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

7.8 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,