



KENYA ELECTRICITY GENERATING COMPANY PLC

KGN-GDD-108-2018

**TENDER FOR PROVISION OF RIG MOVE SERVICES AT
THE OLKARIA AND EBURRU GEOTHERMAL FIELDS
(CITIZEN CONTRACTORS)**

Kenya Electricity Generating Company PLC
Stima Plaza Phase III, Kolobot Road, Parklands
P.O. BOX 47936-00100
NAIROBI.
Website: www.kengen.co.ke

DECEMBER, 2018

Tender for provision of rig move services at the Olkaria and Eburru geothermal fields

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SECTION I INVITATION TO TENDER

The Company invites sealed tenders from eligible candidates for provision of rig move services whose specifications are detailed in the Tender Document. Interested eligible candidates may obtain further information from and inspect the Tender Documents during official working hours starting at the date of advert at the office of:

Supply Chain Director
Tel: (254) (020) 3666000
Email: tenders@kengen.co.ke; cc. WNyangweso@kengen.co.ke

where the tender document may be collected upon payment of a non-refundable fee of **KShs.1,000.00** paid in cash or through a bankers cheque at any KenGen finance office. The document can also be viewed and downloaded from the website www.kengen.co.ke. Bidders who download the tender document from the website **are advised to forward their particulars to facilitate any subsequent tender clarifications and addenda**. Downloaded copies are free of charge. Bidders are advised from time to time to be checking the website for any uploaded further information on this tender.

Unless otherwise stated, tenders **MUST** be accompanied by a security in the format and amount specified in the tender documents and must be submitted in a plain sealed envelope and marked **“KGN-GDD-108-2018 – TENDER FOR PROVISION OF RIG MOVE SERVICES AT THE OLKARIA AND EBURRU GEOTHERMAL FIELDS”** and addressed to:

**Company Secretary & Legal Affairs Director
Kenya Electricity Generating PLC
10th Floor, KenGen Pension Plaza Phase II
Kolobot Road, Parklands
P O Box 47936 - 00100
NAIROBI, KENYA**

On or before: **8TH JANUARY 2019 AT 2.00PM**. There shall be a **Mandatory Site Visit on 13th December 2018 at 10.00am** at Olkaria and Eburru. Assembly point is Olkaria Geothermal Complex at 10.00AM
Tenders will be opened on **8TH JANUARY 2019 AT 2.30PM** in the presence of the candidates' representatives who choose to attend at KenGen Pension Plaza II Ground Floor, Tender Opening Room.

***N/B: KenGen adheres to high standards of integrity in its business operations.
Report any unethical behavior immediately to the provided anonymous hotline service.***

- 1) ***Call Toll Free: 0800722626***
- 2) ***FreeFax: 00800 007788***
- 3) ***Email: kengen@tip-offs.com***
- 4) ***Website : www.tip-offs.com***

SUPPLY CHAIN DIRECTOR

Tender for provision of rig move services at the Olkaria and Eburru geothermal fields

EXECUTIVE ORDER NO.2 OF 2018

Following the Executive Order No.2 of 2018 issued by The Presidency

THAT effective the 1st of July 2018, all Public Procuring Entities shall maintain and continuously update and publicize (through the websites of the Public Procuring Entity, e-Citizen, Public Procurement Regulatory Authority platforms, public notice boards and/or official government publications):

- 1) Full Particulars of the awarded Bidder (Supplier, Contractor or Consultant);
- 2) Specification of goods and services, scope and schedule of works and contract value;
- 3) Technical and financial capacity of the awarded bidder (Supplier, Contractor or Consultant) and summary of reasons for the award;
- 4) Award Date and Contract Period;
- 5) Current market price of the specific goods, works or service, as well as price guidelines as published by the Public Procurement Regulatory Authority with regard to that specific item (where applicable);

In furtherance to above, the list of the awarded suppliers/contracts/consultants shall include the following information:

- a) Name of Supplier
- b) Registration Details (ID/Registration/Incorporation Number
- c) PIN Number
- d) List of Directors, Shareholders and Beneficial Owners (in case of a company)
- e) Name of Proprietor (for sole Proprietor and Business name)
- f) Name of Partners (for Partnerships)
- g) Business Contacts Information (telephone and email address)
- h) Postal address
- i) Physical address
- j) Tax Compliance Status
- k) Business Permit/License Number
- l) County of operation

In compliance to the executive order, the above details shall form part of mandatory requirement in the tender documents submitted.

SECTION II

INSTRUCTIONS TO TENDERERS

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2.1 Eligible Tenderers

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

2.2 Scope of Work

- 2.2.1 The tender comprises the provision of rig move services for two 2000 HP DC electric land rigs and auxiliary equipment at the Olkaria and Eburru Geothermal fields. It involves rigging down of each rig at one well site, transportation to a new location and rigging up at the new location.
- 2.2.2 "Rigging up" means placing and assembling the various parts of equipment that make up the drilling rig.
- 2.2.3 "Rigging down" means the reverse of rigging up i.e. disassembling the equipment for transport.

2.3 Cost of Tendering

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

2.3.2 The price to be charged for the tender document collected from the Procuring Entity shall not exceed Kshs.1,000/=. Downloaded copies are free of charge.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

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

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Confidential Business Questionnaire

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than **ten (10) days prior to the deadline for the submission of tenders**, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 Amendment of Documents

2.6.1 **Five (5) days prior** to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

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

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

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be

- supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the Price Schedules furnished in the Tender Documents.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the Price Schedules the unit prices and total tender price of the services it proposes to provide under the contract.

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

2.10.3 The validity period of the tender shall be **120 days** after the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

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

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

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction that the Tenderer has the required equipment,

experienced personnel and financial capability necessary to perform the Contract.

2.12.4 There will be a **mandatory site** visits on There shall be a **Mandatory Site Visit on 13th December 2018 at 10.00am** at Olkaria and Eburru. Assembly point is Olkaria Geothermal Complex at 10.00AM. The prospective bidders are requested to assemble at the Geothermal Plaza, Olkaria, Naivasha at 10.00am for Olkaria field visit and later proceed to Eburru. All arrangements for travelling shall be the responsibility of the tenderer. Each tenderer shall complete the certificate of tenderers visit to the site.

2.13 Services Eligibility and Conformity to Tender Documents

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

2.13.2 The documentary evidence of conformity of the services to the tender documents may be in the form of literature, drawings, and data, and shall consist of a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of Kenya Shillings One Million (KES 1,000,000.00).

2.14.3 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 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings and shall be in the form of an on-demand bank guarantee issued by a reputable bank located in Kenya or where the bank is located abroad, it must have a local correspondent bank.

The Tender Security may also be in the form of an on-demand guarantee issued by a reputable insurance company approved by the Authority and

in the form provided in the tender documents or another form acceptable to the Procuring entity.

The tender security must be valid for at least thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as nonresponsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender 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.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

(b) in the case of a successful tenderer, if the tenderer fails:

(i) to sign the contract in accordance with paragraph 2.27

or

(ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

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

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer

granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The 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.

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

2.16.3 The original and copy of the tender shall be serialized/paginated in a continuous manner from the first page to the last

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

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

(b) bear, the tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE, **8TH JANUARY 2019 AT 10.00AM**”

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

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **8TH JANUARY 2019 AT 2.00PM**

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

2.19 Modification and Withdrawal of Tenders

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

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

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

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

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

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **8TH JANUARY 2019 AT 2.30PM.** in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

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

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the

total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

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

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

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

2.27.1 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.

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

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

(b) Award Criteria

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

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the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) **Procuring entity's Right to Vary quantities**

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

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

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

2.28 Notification of Award

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

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

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

2.29 Signing of Contract

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

2.29.2 The parties to the contract shall have it signed within **fifteen (15) days** from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within **fifteen (15) days** of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 Within **fifteen (15) days** of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

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

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

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

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

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.14.9	The tender security shall be in the amount of Kenya Shillings One Million (KES 1,000,000.00) or equivalent in a freely convertible currency.
2.18.3	<p><i>Tender Closing Date:</i> 8TH JANUARY 2019 AT 2.00PM.</p> <p><i>Tender Closing Date:</i> 8TH JANUARY 2019 AT 2.30PM.</p>
2.22.2	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.
2.24.4	<p><i>The following shall be the evaluation Criteria</i></p> <p>A) Mandatory Preliminary Criteria:</p> <p>In order to qualify, the Tenderer must satisfy the following conditions:-</p> <ul style="list-style-type: none"> • Site visit certificate • Duly completed tender form • Duly completed price schedule • Valid Tax Compliance Certificate • Audited financial statements over the last two (2) years • Valid Certificate of incorporation • Fully completed Confidential Business Questionnaire • The Tender validity period shall be at least 120 days from the date of tender closing • Valid Tender Security in the amount of Kenya Shillings One Million (KES 1,000,000.00) or equivalent in a freely convertible currency.

- Tender Security has to be valid for at least 150 days from the date of opening of the tender.
- Company profile
- Number of years of experience in handling and transportation of heavy loads.

B) Technical Evaluation criteria

In order to qualify, the Tenderer must satisfy the following conditions:-

i. Experience in provision of similar services

- Experience in transportation and handling of large and heavy loads - at least 5 years of experience to qualify.
- Experience in moving drilling rigs -at least 5 rig moves to qualify.
- Average years of experience of articulated truck drivers, crane operators and supervisors – at least 5 years of experience to qualify.

ii. Assessment of equipment conformance with tender requirements

- Well serviced mobile cranes of at least 50 ton capacity and boom length of at least 40m - at least 4 to qualify.
- Well serviced 6x4 prime movers – at least 12 to qualify
- Well serviced 40 feet long flatbed trailers – at least 12 to qualify.
- Suitable chain and wire rope slings, load binders and other latching gear with valid statutory inspection certificates from a government licensed inspector.
- Well serviced high capacity towing vehicle.
- Well serviced vehicles for escort or supervision with fully equipped first aid kits – at least 2 to qualify

iii. Financial Performance

- Current Ratio greater than 1
- Annual turnover greater than 50 Million

	<p>In the event of not meeting the above requirements, a bank letter of support specific to this tender from a reputable Kenyan bank should be provided.</p> <p><i>C)Financial Evaluation Criteria</i></p> <p>The lowest evaluated bidder will be considered for award</p>
2.27.7	<p><i>KenGen may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract.</i></p>

SECTION III:
GENERAL CONDITIONS OF CONTRACT

Table of Clauses

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1. DEFINITIONS

- 1.1 When used in this Contract the words and phrases listed below shall, except as otherwise provided or where the context otherwise requires, have the meanings hereby assigned to them:

“Commencement Date” means the date upon which Parties sign the Contract or any other date agreed by the Parties.

“Contract” means this Agreement and includes any Schedules or Appendices to this Agreement, and any variations agreed by both parties under the terms of this Agreement.

“Contract Price” means the sum named in the Contract agreement subject to such additions thereto or deductions there from as may be made by mutual agreement by both parties.

“Contractor” means the person or persons, firm or company whose tender has been accepted by the Employer and includes the Contractor’s legal representatives, successors or assigns.

“Contractor’s Representative” means any person nominated by the Contractor to be the Contractor’s Representative in accordance with clause 6.

“Employer” means the Kenya Electricity Generating Company Plc of P. O. Box 47936, Stima Plaza Phase III, Kolobot Road, Parklands, Nairobi, Kenya and includes the Employer’s legal representatives, successors or assigns.

“Employer’s Representative” means the person nominated by the Employer in accordance with Section 5, Part III, to act for and on behalf of the Employer in all matters relating to the execution of this Contract.

“Day” means a 24 hour period commencing at midnight.

“Month” or “Monthly” means a calendar month.

“Site” means the land and other places on which the Services are to be performed and any other lands or places as may be designated by the Employer in the Contract as forming part of the Site.

“Equipment” means all appliances or things of whatever nature required to be provided by the Contractor in or about the performance of the Services.

“Services” or “Rig Move Services” means the equipment and services to be provided by the Contractor to the Employer under the Contract.

“Notice” means Notice given by either party to the other party in accordance with Clause 16.8.

“Party” means Employer or Contractor.

“Parties” mean Employer and Contractor.

“Project Manager” the term shall be synonymous with the term “Engineer” or “Employer’s Representative” where the context allows.

“Schedule” means a Schedule to this Agreement.

- 1.2 Words or phrases (other than names) appearing in the Contract with capitalized initial letters are defined terms and shall bear the meanings assigned to them in Clause 1.1 Part III (Section A) or elsewhere in the Contract, unless the context otherwise requires.
- 1.3 Where the context so requires or allows words used in the Contract importing the singular only, shall also include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter.
- 1.4 Headings and lists of headings in the Contract shall not affect the interpretation of the provisions of the Contract.
- 1.5 Reference in that part of the Contract other than a Schedule, or in any Schedule, to a Section or other subdivision shall be read as references to a Section or other subdivision in that part of the Contract or the Schedule in which the reference occurs, as the case may be, unless expressly stated otherwise.

2. DURATION OF CONTRACT

- 2.1 The duration of this agreement shall be specified in the special conditions of contract.
- 2.2 The duration may be changed by mutual agreement between the parties. In the case where the duration is changed, the terms and conditions of Contract shall remain the same.
- 2.3 Upon completion of the obligation to provide Rig Move Services the Contract shall continue in force only to bind the parties in respect of matters of a continuing nature, including but not limited to orderly demobilization, the settlement of accounts and the preservation of confidential material.

3. TERMINATION

- 3.1 The Contract and the provision of Rig Move Services may be terminated by the Employer at any time at its absolute discretion.

- 3.2 If the reason for termination relates to any fault on the part of the Contractor, the Contractor shall be paid in accordance with the relevant rates as specified in the Schedule of Quantities and Prices, Section VI, up to the time of termination. All such payments shall be subject to all claims by the Employer for direct costs or losses in respect of any default and the Employer may (without prejudice to all other remedies and at its option) deduct all or part of the amount of such claims from monies otherwise due to the Contractor.
- 3.3 If the termination is for any other reason, the Employer shall advise the Contractor by Notice of termination, that such termination shall occur on a date not less than thirty (30) days after the date of the Notice of termination. The Contractor shall be paid in accordance with the relevant rates as specified in the Schedule of Quantities and Prices, Section VI, up to the time of termination.
- 3.4 The Contract may be terminated by either party upon giving Notice of termination if the continued performance of this Contract is impossible.

4. SCOPE OF WORK

The scope of work of this contract shall be specified in the special conditions of the contract.

5. SECURITY

The Employer shall not be responsible for the security of labour, equipment and materials owned by the parties concerned under the Contract.

The Contractor is obliged to provide security for his workforce, equipment and other Contract facilities.

6. PARTIES, REPRESENTATIVES AND PERSONNEL

- 6.1 The Contractor shall designate as the Contractor's Representative a responsible person who shall have authority to act for the Contractor or on his behalf in regard to any act, matter or thing arising out of or under the Contract which the Contractor is empowered or obliged to do. The Contractor's Representative shall be in such a position with respect to the performance of the Rig Move Services that he shall have ready access to any relevant information and shall be able to inform and assist the

- Employer. The Contractor shall advise the Employer in writing of the name of the Contractor's Representative and may at any time change the person designated as the Contractor's Representative upon advising the Employer in writing of the change.
- 6.2 The Employer shall designate as the Employer's Representatives those people who are authorized to act for or on behalf of the Employer in regard to any act, matter or thing arising out of or under the Contract which the employer is empowered or obliged to do. The Employer shall advise the Contractor in writing of the names of the Employer's Representatives and may at any time change the persons designated as the Employer's Representatives upon advising the Contractor in writing of the change.
- 6.3 If the Employer can show reasonable grounds that any person among the Contractor's personnel is negligent or is working or behaving in such a way as to make his continued presence on the base of operations objectionable, the Contractor shall within a reasonable time remove that person and shall at his own expense provide a suitable replacement.

7. PAYMENT TO CONTRACTOR

- 7.1 The Contractor shall be entitled to claim, as certified by the Project Manager, after the close of each calendar month, payment and reimbursement for Rig Move Services performed during that month in accordance with the rates, charges and currency specified in the Schedule of Quantities and Prices, Section VI.
- 7.2 The Employer shall be entitled to receive, in support of any invoice, such reasonable supporting calculations and evidentiary material as will enable it to confirm that the payment is due to the Contractor and the correct amount of that payment.
- 7.3 The Project Manager shall certify any invoice, or shall notify the Contractor in writing of his reasons for withholding such certification, within seven (7) days of being requested to do so by the Contractor.
- 7.4 The employer shall pay to the Contractor, within 30 days after receipt of an invoice duly certified by the Project Manager and any details required pursuant to Clause 7.2, the amount claimed by the Contractor in that invoice and payable in terms of the Contract, subject to Clause 7.5.

- 7.5 If any dispute arises in respect of any invoice, The Employer shall, within 15 days after receipt by the Employer of the invoice, notify the Contractor of the item or items in dispute specifying the reason for disagreement.
- 7.6 Payment of the disputed item may be withheld until settlement of the dispute, but the undisputed portion of the invoice shall be paid in accordance with the provisions of this clause.

8. LIABILITIES, INDEMNITY AND INSURANCE

8.1 Interpretation

In this Clause 8:

“loss” means all liabilities; costs and expenses suffered during or in connection with the performance or intended performance of the Contract and arising out of

- (a) damage to or loss of any property of the Contractor or any Party related to the Contractor;
- (b) damage to or loss of any property of the Employer or any party Related to the employer;
- (c) personal injury to or death of any Party Related to the Contractor;
or
- (d) personal injury to or death of any Party Related to the employer.

“Party Related to the Employer” means any person or company (except Contractor) which is, with respect to the Olkaria Area during the term of the Contract, in a direct or an indirect relationship (including through one or more intermediate related parties) with the Employer by way of contract, employment, license or invitation.

“Party Related to the Contractor” means any person or company (except the Employer) which is, with respect to the performance of Cementing Services, in a direct of an indirect relationship (including through one or more intermediate related parties) with the Contractor by way of contract, employment, license or invitation.

8.2 Liability of the Employer and Indemnity by Contractor

Tender for provision of rig move services at the Olkaria and Eburru geothermal fields

8.2.1 The Employer and any Party Related to the Employer shall not be liable for any loss suffered by the Contractor or any Party Related to the Contractor, whatever the cause of that loss.

8.2.2 The Contractor shall hold the Employer and every Party Related to the Employer harmless from and indemnified against all claims in respect of any loss suffered by the Contractor or any Party Related to the Contractor during or in connection with the performance of the Contract.

8.2.3 The Contractor shall hold the Employer and every Party Related to the Employer harmless from, and indemnified against all claims in respect of any loss suffered by any third party in connection with the performance of the Contract.

8.3 Indemnities to Continue

The indemnities provided in this Clause 8 shall be continuing indemnities and shall survive and not be affected by termination of the Contract or cessation of the performance of it.

8.4 Liability for Indirect and Consequential Damage

Except as otherwise provided in the Contract:

(a) The Employer shall in no circumstances be liable to the Contractor for any indirect or consequential loss or damages which may be suffered by the Contractor in the course of or in connection with the Contract or the performance or intended performance of it including, but not limited to, loss of use, loss of income, loss of product or business interruption, howsoever caused.

(b) The Contractor shall in no circumstances be liable to the Employer for any indirect or consequential loss or damage which may be suffered by the Employer in the course of or in connection with the Contract or the performance or intended performance of it including, but not limited to, loss of use, loss of profits, loss of income, loss of product or business interruption, howsoever caused.

8.5 Insurance

8.5.1 The Contractor shall at no cost to the Employer effect and maintain or cause to be maintained in force throughout the term of the Contract:-

- (a) Insurance, in accordance with the laws of any jurisdictions including Kenya which apply to persons whose employment may be subject to such loss, covering persons employed by the Contractor against injury and death during the period for which such persons are engaged on operations under the Contract;
- (b) Insurance covering all liabilities and indemnities of the Contractor and the Employer arising out of operations under the Contract including, but not by way of limitation, Public Liability and all contractual liability assumed by the Contractor under the Contract;
- (c) Asset insurance on the equipment, tools, property and materials provided by the Contractor for the purposes of operations under the Contract covering that equipment, property and materials against loss, damage or destruction during all operations under the Contract in an amount not less than the current market value of such equipment, property and materials;
- (d) Insurance in respect of any automobiles, aircraft or watercraft employed by the Contractor in operations under the Contract including third party liability.

8.5.2 The Contractor may not reduce the coverage afforded by any insurances required under this Contract, without the prior written approval of the Employer.

8.5.3 All insurance to be provided by the Contractor for his liabilities under the Contract must by Kenyan Law be effected with an insurance company or companies in Kenya.

8.6 Accident Reports

- 8.6.1 Within 24 hours after the happening of any accident or occurrence resulting in injuries to any person or damage to property of third parties arising out of, or during the course of, the performance of the Contract by the Contractor or any employee or subcontractor of the Contractor, the Contractor shall report in writing the happening of such accident or occurrence to the Employer.
- 8.6.2 The Contractor shall, if requested to do so by the Employer, promptly provide to the Employer copies of all reports made to the Contractor's insurer in respect of any accident or occurrence referred to in Clause 8.6.1.

9. TAXES

- 9.1 "Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect there to, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.

Local Taxation

- 9.2 Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.
- 9.3 The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.
- 9.4 In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per 3.21.2 above.

Tax Deduction

- 9.5 If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.
- 9.6 Where the Contractor is paid directly by the Financiers and the Employer is not able to deduct tax, then the Contractor will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an original receipt thereof as evidence of such payment. In absence of the said evidence, the Employer will not process any subsequent payments to the Contractor.

Tax Indemnity

- 9.7 The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor or to comply with any tax laws arising from the execution of the Contract whether during the term of the Contractor after its expiry.
- 9.8 The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.
- 9.9 Where the amount in 3.21.8 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.

10. STANDARD OF PERFORMANCE AND EXCEPTIONS

10.1 Standard of Performance

The Contractor shall perform the Rig Move Services to the standard generally expected of companies operating internationally in the provision of similar services and in accordance with good industry practice.

10.2 Exceptions (Force Majeure)

- 10.2.1 Neither party to the Contract shall be liable for, or be deemed to be in default under the Contract as a result of, any failure to fulfill its obligations under the Contract (except the payment of money) if and to the extent that such failure is caused by or attributable to acts of God, sabotage, wars, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, floods, storms, fires, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, well blowouts or the order of any Court or Governmental authority.
- 10.2.2 Whenever the performance of any obligation hereunder is hindered or delayed by any circumstance or occurrence as is of the type referred to in Clause 10.2.1, the affected party shall forthwith inform the other party by Notice and shall commence and continuously proceed to endeavour to remove or overcome the circumstance or occurrence or the effects of it.
- 10.2.3 If Clause 10.2.2 above applies and, despite all reasonable endeavours, further performance of the Contract is impossible or useless then either party may terminate the Contract in accordance with Clause 3.4, and the Contractor shall be paid up to termination in accordance with the Contract.

11. MOBILIZATIONS, ACCEPTANCE OF EQUIPMENT AND COMPLETION OF RIG MOVES

11.1 Mobilizations of Rig Move Equipment

The Employer shall give Seven (7) days notice to the Contractor prior to commencement of each rig move. The Contractor shall mobilize all the necessary equipment to carry out the rig move on the eighth day after receiving written notification to mobilize by the Employer. Any delay in mobilizing the equipment beyond the eighth day after notification will attract a penalty as described in the Special Conditions of Contract.

11.2 Acceptance of the Rig Move Equipment

The Employer will carry out an inspection of the rig move equipment prior to commencement of operations under the Contract. The Employer reserves the right to reject the equipment, or part of them if their condition appears unsatisfactory.

However, regardless of this inspection, the Contractor will take any and all responsibility for the efficiency of the rig move equipment and for their reliability to satisfy the requirements of the Services. Should the equipment, or part of them, happen to be defective after their arrival at the Site (whatever the cause of the fact may be) the Contractor shall within the shortest possible period, substitute or repair the equipment.

11.3 Completion of Rig Move

The periods for completion of rig moves within and between the various geothermal fields are specified in the Special Conditions of Contract. The Contractor shall provide the necessary equipment to complete each rig move within the specified period. Any delay in completing a rig move will attract a penalty as described in the Special Conditions of Contract.

12. COMPLIANCE WITH LAW

- 12.1 The Contractor, his Subcontractors and employees shall comply in all respects with all laws, regulations and any other requirements having the force of law of any governmental or local authority exercising jurisdiction with respect to operations under the Contract or arising out of the performance of those operations.
- 12.2 The Contractor shall comply with relevant legislation for the employment of personnel, including in particular any awards with respect to personnel, in force for the time being in Kenya.
- 12.3 The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any cost by reason of any failure by the Contractor to comply with his obligations under Clause 12.1.

13. LOCATIONS, INGRESS AND EGRESS

The Employer shall procure all necessary rights of ingress and egress with respect to the Site for the performance by the Contractor of all work contemplated by the Contract. If there are any restrictions, conditions or limitations which would affect the free right of ingress and egress to be exercised by the Contractor, its employees or subcontractors, the Employer shall provide adequate Notice to the Contractor with respect to such restrictions conditions or limitations and the Contractor shall use his

best endeavors to observe them and ensure that they are observed by all employees, subcontractors and Parties Related to the Contractor.

14. PATENTS AND LICENCES

The Contractor shall represent and warrant that the use or construction of any and all tools and equipment furnished by the Contractor and used in the Rig Move Services does not infringe on any license or patent which has been issued or applied for. The contractor shall agree to indemnify and hold the Employer harmless from any and all claims, demands, and causes of action of every kind and character in favour of or made by any patentee, licensee, or claimant of any right of priority to any such tool or equipment, or the use of or construction of it, which may result from or arise out of the furnishing or use of any such tool or equipment by the Contractor in connection with the Rig Move Services.

15. THE EMPLOYER'S LICENCES AND PERMITS

15.1 The Employer shall represent that it is entitled to carry out the drilling operations on the well locations specified in the Contract.

15.2 The Employer shall obtain and keep in force, at its expense, all permits, licenses and other governmental authorizations, if any, which are required to be obtained in the name of the Employer for the performance of the Contract.

16. MISCELLANEOUS PROVISIONS

16.1 Public Announcements

The Contractor shall not make, give or issue any public statement, interview or release to the news media referring to services provided under the Contract without approval of the Employer.

16.2 Confidential Information

Each party shall severally undertake not to disclose or make available to others any confidential information held by it or any of its employees which originates from the other party to the Contract, except as that other party consents or disclosure is required by law.

16.3 Relationship of Parties

16.3.1 The Contractor shall perform the Rig Move Services as an independent contractor.

16.3.2 Nothing in the Contract or in the relationship of any of the parties hereto shall be construed as in any sense creating a partnership or the relationship of employer and employee between the parties or as giving either party any of the rights or subjecting any party to any of the liabilities of a partner or an employer or an employee of the other.

16.4 Assignment of Contract

16.4.1 The Employer may assign the Contract in whole or in part to any of its subsidiaries or affiliates. In the case of such assignment, the Employer shall guarantee the fulfillment by the assignee of all obligations under the Contract.

16.4.2 The Contractor may, with the Employer's consent which will be in no case unreasonably withheld, assign the Contract, in whole or in part, to any of its subsidiaries or affiliates. In case of such assignment the Contractor shall guarantee the fulfillment by the assignee of all obligations under the Contract.

16.5 Complete Agreement

16.5.1 The Contract supersedes all agreements on general principles between the Employer and the Contractor in relation to any of the matters set forth in the Contract. All previous written communications and all previous written and oral agreements or understandings in relation to any of the matters set forth in the Contract between the Employer and the Contractor are hereby rescinded and the Contract embodies the only and entire agreement between the Employer and the Contractor in relation to any of the matters set forth in the Contract.

16.5.2 Save as otherwise hereinbefore provided, the Contract may be amended only by a written variation executed by each of the parties to be bound by that variation.

16.6 Waiver

A waiver by any party of any term, provision or condition of the Contract shall not constitute a precedent or bind that party to grant a waiver of or

be deemed to be a waiver of any subsequent breach of the same or any other term, provision or condition.

16.7 Disputes

16.7.1 The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

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

16.7.3 Any dispute between the Parties as to matters arising pursuant to this agreement or its interpretation that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement shall be referred for settlement by a panel of three arbitrators agreed by the Parties within sixty days from the date of service of the notice of dispute by either Party to the other, or if the Parties fails to agree, the arbitrators to be appointed at the request of either Party by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Chapter).

16.7.4 The applicable law for this Contract shall be the law of the Republic of Kenya. The procedural rules for arbitration for this Contract shall be governed by the Arbitration Act of 2005, of the Laws of Kenya.

16.8 Notices

16.8.1 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:-

- 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;
- b. facsimile sent to the facsimile address of the party concerned shown below.

16.8.2 The notices and any correspondences between parties shall be sent through the addresses specified under the special conditions.

16.8.3 Notices and communications relating to day-to-day operations may be given to either party by delivery to the representative of the other party designated pursuant to clause 6.

16.8.4 Notices sent by registered mail shall be deemed to have been received 4 days after posting. Notices delivered by hand shall be deemed to have been received on delivery. Notices sent by facsimile shall be deemed to have been received on completion of transmission to the appropriate facsimile number shown above provided that if the transmission of the facsimile incorporating a Notice is made or completed at a time outside the ordinary business hours of the addressee, the Notice shall be deemed to have been received by the addressee at the opening of business on the next following business day.

16.9 Governing Law

Kenya law shall be the governing law of the Contract and shall govern the relations of the parties arising from the Contract.

16.10 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

16.11 Agreement to Bind Partners

Where the Contractor is a partnership or joint venture the Contract shall bind each member of that partnership or joint venture jointly and severally. Dissolution of the partnership or joint venture shall not relieve any member of the partnership or of the joint venture nor the legal representatives or successors of any member from the liabilities or obligations of the Contractor under the Contract.

17. PERFORMANCE SECURITY

17.1 The Contractor shall provide KenGen with a Performance Security in the amount of **ten percent (10%) of the Contract Price.**

- 17.2 The proceeds of the Performance Security shall be payable to KenGen as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 17.3 The Performance Security shall be denominated in Kenya Shillings and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to KenGen, in the form provided in the Tender Documents.
- 17.4 No payment otherwise due under the Contract shall become payable until the Contractor has provided the Performance Security.
- 17.5 If the Performance Security is not provided within the required time then KenGen shall be entitled to treat such failure as default by the Contractor and, without prejudice to other remedies, may award to the next lowest evaluated tenderer or call for new tenders.
- 17.6 The Performance Security will be discharged by KenGen and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations under the Contract, including any warranty obligations, under the Contract.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the General Conditions of Contract and the Special Conditions of Contract, the provisions of the Special Conditions of Contract herein shall prevail over these in the General Conditions of Contract.

1. DEFINITIONS

1.1 “Contractor” means the person or persons, firm or company whose tender has been accepted by the Employer and includes the Contractor’s legal representatives, successors or assigns.

“Project Manager” means Employer’s Geothermal Development Director or his appointee, Olkaria Geothermal Project, P. O. Box 785 - 20117, Naivasha, Kenya. As Project Manager to this Contract, the Geothermal Development Director will act for and on behalf of the Employer in all matters relating to the execution of this Contract.

“Employer” means the Kenya Electricity Generating Company Plc of P.O. Box 47936, Stima Plaza Phase III, Kolobot Road, Parklands, Nairobi, Kenya and includes Employer’s legal representatives, successors or assigns.

“Commencement Date” means the date upon which Parties sign the Contract or any other date agreed by the Parties.

2. DURATION OF CONTRACT

2.4 The period for performance of the services under this Agreement is estimated at two (2) years from the Commencement Date or until fifteen (15) rig moves are undertaken whichever is later.

2.5 The Contract shall have effect from the Commencement Date and shall remain in effect until the last rig move is completed and a Final Acceptance is signed by the Project Manager indicating the satisfactory

performance of the Contractor’s obligations under the Contract, or such earlier date as the obligation of the parties are terminated.

4. SCOPE OF WORK

- 4.1 The scope of work under this Contract is to carry out Fifteen (15) rig moves in Olkaria and Eburru geothermal fields.
- 4.2 The scope of work may be increased to provide rig move services in other areas as may be agreed by both parties.

11. MOBILIZATIONS AND COMPLETION OF RIG MOVES

11.1 Mobilizations of Rig Move Equipment

The Employer shall give Seven (7) days notice to the Contractor prior to commencement of each rig move. The Contractor shall mobilize all the necessary equipment to carry out the rig move on the eighth day after receiving written notification to mobilize by the Employer. Any delay in mobilizing the equipment beyond the eighth day after notification will attract a penalty of Kenya Shillings One Million (Ksh 1,000,000.00) for each day of delay beyond the eighth day after notification.

11.3 Completion of Rig Moves

The periods for completion of rig moves within and between the various geothermal fields shall be as shown in the schedule below.

No.	Description	Period for completion
A	Rig Move Between Well Locations Within Olkaria I/II Fields (Distance within 8 km)	7 days
B	Rig Move Between Well Locations Within Olkaria IV Field (Distance within 8 km)	7 days
C	Rig Move Between Well Locations Within Eburru Field (Distance within 6 km)	7 days
D	Rig Move Between Olkaria I/II Fields and Olkaria IV Field (Distance within 15 km)	9 days
E	Rig Move Between Olkaria I/II Fields and Eburru Field (Distance within 50 km)	12 days
F	Rig Move Between Olkaria IV Field and Eburru Field (Distance within 65 km)	14 days

G	Rig Move Within The Same Well Pad	7 days
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The Contractor shall provide the necessary equipment to complete each rig move within the specified period. Any delay in completing a rig move as specified in the above schedule will attract a penalty of Kenya Shillings One Million (Ksh 1,000,000.00) for each day of delay beyond the specified period.

16.8 NOTICES

The addresses of the parties for Notices shall be:-

(a) The Employer:

Company Secretary & Legal Affairs Director,
Kenya Electricity Generating Company Plc
7th Floor, Stima Plaza Phase III
Kolobot Rd, Parklands
P.O Box 47936 - 00100
Nairobi, Kenya
Fax: (254) (020) 248848

or such other address as the Employer may designate as its address for this purpose by Notice to the Contractor.

(b) The Contractor:

or such other address as the Contractor may designate as its address for this purpose by Notice to the Employer.

(c) The Project Manager:

Geothermal Development Director,
Olkaria Geothermal Project
P.O Box 785 - 20117
Naivasha, Kenya
Fax: (254) (050) 50634

17. PRIORITY OF CONTRACT DOCUMENTS

In the event of inconsistencies between different parts of the Contract, the Documents defining the Contract shall take the following order of precedence:

- a. The Contract Agreement;
- b. The Notification of Award;
- c. Letter of Acceptance;
- d. Conditions of Contract;
 - i. Special Conditions of contract;
 - ii. General Conditions of Contract;
- e. The Schedule of Requirements;
- f. The Schedule of Quantities and Prices

Subject to the foregoing the several documents forming the Contract shall be taken as mutually explanatory of one another but in the case of ambiguities or discrepancies the same will be explained and adjusted by the Employer who will thereupon issue to the Contractor instructions directing in what manner the Services are to be carried out.

SECTION V

TECHNICAL SPECIFICATIONS

1.0 SPECIFICATIONS

KenGen has two 2000HP DC Electric Land rigs used to drill geothermal well at the Olkaria and Eburru Geothermal fields. The model for both rigs is ZJ70/4500D. Both rigs are equipped with Tesco 500ESI-1350 AC electric portable top drive systems.

1.1 Main features

- (a) The rig models and basic technical parameters conform to API specifications.
- (b) The rigs use AC-SCR-DC "one-to-two" electric drive system to operate the drawworks, rotary table and mud pumps.
- (c) The self-lift (slingshot) type substructure is used. The equipment on the drill floor and the mast are assembled on the low position and then raised integrally by means of drawworks power.
- (d) The drill floor is smooth and spacious.
- (e) The rigs are equipped with hydraulic disc brakes, automatic driller and driller's control.
- (f) The advanced solids control system is used; it features reasonable purifying process.

1.2 Weights & Dimensions of Main Rig Equipment & Accessories

No	Description	Weight/pc or unit (ton)	Dimension (m)	Qty
1	Substructure – Left front lower section	30.0	12.4 x 3.1 x 2.6	1 unit
2	Substructure – Right front lower section	30.0	12.4 x 3.1 x 2.6	1 unit
3	Substructure – Left upper base	28.0	13.6 x 3.2 x 2.1	1 unit
4	Substructure – Right upper base	28.0	13.6 x 3.2 x 2.1	1 unit
5	Substructure – Left behind lower base	8.0	6.5 x 3.0 x 1.6	1 unit
6	Substructure – Right behind lower base	8.0	6.5 x 3.0 x 1.6	1 unit
7	Substructure – Left A frame bracket	11.0	12.9 x 3.0 x 0.8	1 unit
8	Substructure – Right A frame bracket	11.0	12.9 x 3.0 x 0.8	1 unit
9	Drill floor board	4.0	4.3 x 3.5 x 1.4	1 unit
10	Drill floor air storage tank	5.0	6.7 x 1.8 x 2.0	1 unit
11	Left dog hut	12.0	10.0 x 2.8 x 2.9	1 unit
12	Right dog hut	10.5	10.7 x 2.8 x 2.9	1 unit
13	Driller's room	2.5	3.0 x 2.4 x 2.6	1 unit
14	Mast – back steel frame	15.0	10.5 x 3.1 x 2.5	1 unit
15	Mast – Section 1	11.0	10.2 x 2.6 x 3.0	1 unit
16	Mast – Section 2	15.0	10.4 x 2.5 x 3.0	1 unit
17	Mast – Section 3	11.0	12.2 x 2.5 x 3.0	1 unit

18	Mast – Section 4	12.0	11.9 x 2.3 x 3.0	1 unit
19	Mast – Section 5	12.0	12.5 x 2.3 x 3.0	1 unit
20	Drawworks c/w sand module	60.0	7.5 x 4.1 x 3.2	1 unit
21	Drawworks cooling water tank	12.0	10.9 x 2.9 x 2.9	1 unit
22	Rotary table	8.0	2.5 x 1.8 x 0.7	1 unit
23	Tesco electric top drive system – 500ESI 1350 HP	15.9	5.8 x 1.3 x 1.3	1 unit
24	Traveling block	8.1	3.1 x 1.6 x 0.8	1 unit
25	Travelling block pallet	8.0	8.0 x 2.4 x 2.5	1 unit
26	Crown block	10.5	3.5 x 2.8 x 3.0	1 unit
27	Hook – D450	3.5	3.0 x 0.9 x 0.9	1 unit
28	Swivel – SL450	3.3	3.1 x 1.1 x 1.1	1 unit
29	Catwalk 1 & 2	6.0	8.9 x 2.2 x 1.2	2 pieces
30	Pipe rack	4.0	9.0 x 3.0 x 1.0	3 pieces
31	V-door	5.0	12.5 x 2.0 x 0.3	1 unit
32	Hex. Kelly - 5¼"	2.4	12.4 x 0.6 x 0.4	1 piece
33	Drill pipe	2.5	10.5 x 0.4 x 0.4	300 pcs
34	Heavy weight drill pipe	3.0	9.5 x 0.4 x 0.4	15 pcs
35	8" drill collar	5.0	9.5 x 0.5 x 0.5	12 pcs
36	6½" drill collar	2.0	9.3 x 0.2 x 0.2	12 pcs
37	Air winch – rig floror	1.0	1.2 x 1.1 x 0.8	4 units
38	Power tong	2.0	3.2 x 1.5 x 1.2	1 unit
39	Manual tong	2.0	1.8 x 1.2 x 0.4	2 units
40	Kelly hose - flexible	3.0	22.0 x 0.4 x 0.4	1 piece
41	Mat carrier 1	4.0	3.8 x 3.4 x 3.0	1 unit
42	Mast carrier 2	2.5	2.0 x 1.8 x 1.6	2 units
43	FH 54-14 annular BOP	6.8	1.9 x 1.8 x 1.0	1 unit
44	FH 54-14 single ram BOP	7.5	3.6 x 1.8 x 1.2	1 unit
45	FH 35-35 annular BOP	6.8	1.9 x 1.7 x 1.8	1 unit
46	FH 35-35 double ram BOP	8.0	2.8 x 1.6 x 1.9	1 unit
47	Left BOP handling device	3.5	3.0 x 1.1 x 1.3	1 unit
48	Right BOP handling device	3.5	3.0 x 1.1 x 1.3	1 unit
49	BOP remote control room	8.0	5.8 x 2.4 x 2.8	1 unit
50	Choke manifold	6.0	4.0 x 2.2 x 1.9	1 unit
51	Kill manifold	5.0	2.6 x 1.6 x 1.5	1 unit
52	Generator set room 1	26.5	12.0 x 2.9 x 3.0	1 set
53	Generator set room 2	26.6	12.0 x 2.9 x 3.0	1 set
54	Generator set room 3	26.5	12.0 x 2.9 x 3.0	1 set
55	Generator set room 4	26.5	12.0 x 2.9 x 3.0	1 set
56	Cable tray	18.0	10.2 x 1.2 x 1.9	1 unit
57	Auxiliary Generator set room	21.0	12.0 x 2.9 x 3.0	1 set
58	SCR room	30.0	14.9 x 3.0 x 3.0	1 set
59	Primary screw air compressors	11.5	6.0 x 2.4 x 2.6	5 units
60	Booster compressors	15.0	8.0 x 2.4 x 2.6	2 units
61	Air dryer – aerated equipment	6.0	4.8 x 2.1 x 2.4	1 unit
62	Detergent atomizing pump	12.5	6.0 x 2.5 x 2.6	1 unit
63	Atomizing pump water tank	5.0	4.5 x 2.4 x 2.6	1 unit
64	Power distribution equipment – aerated equipment	5.2	6.0 x 2.4 x 2.6	1 unit
65	Cyclone separator c/w pipeline	7.5	5.0 x 3.5 x 3.8	1 unit
66	Upper bracket – cyclone separator	3.5	4.0 x 1.4 x 2.3	1 unit
67	Lower bracket – cyclone separator	3.5	5.0 x 1.7 x 1.9	1 unit
68	Mud pump F-1600	24.7	4.4 x 3.3 x 2.7	3 units

69	FG-9 trip tank	4.5	3.5 x 3.0 x 2.5	1 unit
70	Mud sand pumps	3.0	3.0 x 2.2 x 1.2	3 units
71	FG-60 shale shaker tank	12.0	12.5 x 3.0 x 2.5	1 unit
72	FG-50 intermediate tank 1	14.0	12.5 x 3.0 x 2.5	1 unit
73	FG-65 intermediate tank 2	13.4	12.5 x 3.0 x 2.5	1 unit
74	FG-65 storage tank	13.2	12.5 x 3.0 x 2.5	1 unit
75	FG-88 stack water tanks (upper & lower)	17.5	12.5 x 2.9 x 2.5	2 units
76	FG-112 stack water tanks (upper & lower)	17.5	12.5 x 2.9 x 2.5	2 units
77	FG-50 mixing tank	13.3	12.5 x 3.0 x 2.5	1 unit
78	FG-65 suction tank	13.6	12.5 x 3.0 x 2.5	1 unit
79	Cement silos	3.2	6.2 x 2.7 x 2.6	2 units
80	Security shack (camp)	1.0	2.5 x 2.5 x 2.7	1 unit
81	Directional drilling equipment room	10.0	6.0 x 2.6 x 2.2	1 unit
82	Diesel fuel tank 1 (30 + 5)	10.0	10.9 x 2.4 x 3.0	1 unit
83	Diesel fuel tank 2	13.0	10.6 x 2.9 x 3.2	1 unit
84	Diesel fuel tank 3	13.0	10.6 x 2.9 x 3.2	1 unit
85	Domestic water tank	11.0	9.1 x 2.9 x 2.3	1 unit
86	Tool pusher office	11.0	12.0 x 3.1 x 2.9	1 unit
87	Drilling engineer office	11.0	12.0 x 3.1 x 2.9	1 unit
88	Directional drilling engineer office	11.0	12.0 x 3.1 x 2.9	1 unit
89	Aerated drilling engineer office	11.0	12.0 x 3.1 x 2.9	1 unit
90	Maintenance engineer office	11.0	12.0 x 3.1 x 2.9	1 unit
91	Rig Geologist office	11.0	12.0 x 3.1 x 2.9	1 unit
92	Supervisor office	11.0	12.0 x 3.1 x 2.9	1 unit
93	Meeting room/dining room	11.0	12.0 x 3.1 x 2.9	1 unit
94	Maintenance workshop	11.0	12.0 x 3.1 x 2.9	1 unit
95	Store house	11.0	12.0 x 3.1 x 2.9	1 unit
96	Dormitory for eight people	11.0	12.0 x 3.1 x 2.9	2 units
97	Rig Matting 1	1.2	5.0 x 2.0 x 0.2	30 pcs
98	Rig Matting 2	1.1	4.0 x 2.0 x 0.2	30 pcs
99	Rig Matting 3	0.9	3.0 x 2.0 x 0.2	48 pcs

The rig move will be from one drill pad to the other. The distance between the well pads vary. It takes about 120 truckloads to move one drilling rig components and auxiliaries from one well pad to the other.

2.0 OBLIGATIONS OF THE CONTRACTOR

2.1 Scope of service

The rig move service consists of moving the dismantled rig components and accessories from a finished pad to a new pad within the periods specified in the Special Conditions of Contract. The Contractor besides carrying out all obligations to be performed or observed as stipulated in this Contract, the cost of which is deemed to be included in the Contractors charges for rig move services, shall undertake the following:

- a) Rig down
- b) Transportation
- c) Rig up

2.2 Equipment and Expertise to be provided by the Contractor

The Contractor shall be required to rig down, transport and rig up the rig as per KenGen's requirement by providing all lifting/ loading equipment, materials and manpower and any other necessary item required to perform the Services safely. This will include but not necessarily be limited to the following: -

Item	Requirement
Rig down	<ul style="list-style-type: none"> ▪ The Contractor shall provide adequate equipment and skilled operators with relevant experience in handling large and heavy loads. ▪ Key Contractor's personnel/supervisors must be knowledgeable about rigging up/down of similar drilling rigs and the necessary safety precautions.
Rig transportation	<ul style="list-style-type: none"> ▪ The Contractor shall provide adequate transportation equipment and skilled drivers with relevant experience in transporting large and heavy loads. ▪ Key Contractor's personnel/supervisors must be knowledgeable about transportation of large and heavy loads and the necessary safety precautions.
Rig up	<ul style="list-style-type: none"> ▪ The Contractor should provide adequate equipment and skilled operators with relevant experience in handling large and heavy loads. ▪ Key Contractor's personnel/supervisors must be knowledgeable about rigging up/down of similar drilling rigs and the necessary safety precautions.
Equipment requirement	<p>The Contractor shall provide evidence of <u>ownership or lease agreements</u> for the following equipment: -</p> <ul style="list-style-type: none"> • At least 4 No. x 50 ton mobile cranes with 40m boom length in good mechanical and working condition • At least 12 No. 6x4 prime movers in good mechanical and working condition with at least At least 12 No. flat-bed trailers of 40 ft length. • At least 1 No. high capacity towing vehicle – capable of towing heavy laden trucks over steep terrain • Suitable chain and wire rope slings, load binders and other latching gear with valid statutory inspection certificates from a government licensed inspector. • At least 2 No. well serviced vehicles for escort or supervision with fully equipped first aid kits. <p>Note:</p> <ol style="list-style-type: none"> i. The contractor should show proof that the equipment is insured and well serviced by providing all the necessary documents, maintenance records and valid certificates of statutory inspection. Failure to provide this information shall lead to disqualification. ii. In the case of a lease agreement the lessor must attach proof of ownership of the equipment. iii. Proof of ownership will be verified.

Additional information	<p>The Contractor should provide the following: -</p> <ul style="list-style-type: none"> • CVs of key personnel • Evidence of past similar services. • Insurance of personnel carrying out the service • Any other information relevant to the rig move services.
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The Contractor shall ensure that their equipment is safe, insured and in good operating conditions at all times.

2.3 Contractor’s Personnel, Transport and Accommodation

a) Contractor’s Personnel

The Contractor shall provide fully qualified and experienced personnel to carry out the rig move Services. As part of their tender, the tenderer shall provide C.V.’s of key rig personnel.

b) Medical Care

The Contractor shall be liable for all medical expenses of their personnel.

c) Transport and Accommodation

The contractor shall be responsible for the transportation and accommodation of his personnel.

2.4 Standard of Performance

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

3. OBLIGATIONS OF KENGEN

3.1 Well pad site

KenGen shall provide the Contractor with:-

- a. Flat compacted well pad with a cellar
- b. Well site drawing showing positions rig equipment and the necessary measurements
- c. Access roads.

3.2 KenGen Personnel

KenGen personnel will work together with the Contractor during the rig down, rig move and rig up exercises.

SECTION VI

SCHEDULE OF QUANTITIES AND PRICES

A. Rig Move Between Well Locations Within Olkaria I/II Fields (Distance within 8 km)

Description	Unit	Qty	Unit cost	Total
Rig down of the rig components and auxiliaries	Lump sum	1		
Transportation - per truckload	Truckload	120		
Rig up of the components and auxiliaries	Lump sum	1		
Total cost of services in Kenya shillings				
VAT 16%				
Total Price (To be transferred to summary of price schedules table)				
Price Validity Period				

Tenderer's Name (Company) _____

Signature & Rubber stamp: _____

Date: _____

B. Rig Move Between Well Locations Within Olkaria IV Field (Distance within 8 km)

Description	Unit	Qty	Unit cost	Total
Rig down of the rig components and auxiliaries	Lump sum	1		
Transportation - per truckload	Truckload	120		
Rig up of the components and auxiliaries	Lump sum	1		
Total cost of services in Kenya shillings				
VAT 16%				
Total Price (To be transferred to summary of price schedules table)				
Price Validity Period				

Tenderer's Name (Company) _____

Signature & Rubber stamp: _____

Date: _____

C. Rig Move Between Well Locations Within Eburru Field (Distance within 6 km)

Description	Unit	Qty	Unit cost	Total
Rig down of the rig components and auxiliaries	Lump sum	1		
Transportation - per truckload	Truckload	120		
Rig up of the components and auxiliaries	Lump sum	1		
Total cost of services in Kenya shillings				
VAT 16%				
Total Price (To be transferred to summary of price schedules table)				
Price Validity Period				

Tenderer's Name (Company) _____

Signature & Rubber stamp: _____

Date: _____

D. Rig Move Between Olkaria I/II Fields and Olkaria IV Field (Distance within 15 km)

Description	Unit	Qty	Unit cost	Total
Rig down of the rig components and auxiliaries	Lump sum	1		
Transportation - per truckload	Truckload	120		
Rig up of the components and auxiliaries	Lump sum	1		
Total cost of services in Kenya shillings				
VAT 16%				
Total Price (To be transferred to summary of price schedules table)				
Price Validity Period				

Tenderer's Name (Company) _____

Signature & Rubber stamp: _____

Date: _____

E. Rig Move Between Olkaria I/II Fields and Eburru Field (Distance within 50 km)

Description	Unit	Qty	Unit cost	Total
Rig down of the rig components and auxiliaries	Lump sum	1		
Transportation - per truckload	Truckload	120		
Rig up of the components and auxiliaries	Lump sum	1		
Total cost of services in Kenya shillings				
VAT 16%				
Total Price (To be transferred to summary of price schedules table)				
Price Validity Period				

Tenderer's Name (Company) _____

Signature & Rubber stamp: _____

Date: _____

F. Rig Move Between Olkaria IV Field and Eburru Field (Distance within 65 km)

Description	Unit	Qty per move	Unit cost	Total
Rig down of the rig components and auxiliaries	Lump sum	1		
Transportation - per truckload	Truckload	120		
Rig up of the components and auxiliaries	Lump sum	1		
Total cost of services in Kenya shillings				
VAT 16%				
Total Price (To be transferred to summary of price schedules table)				
Price Validity Period				

Tenderer's Name (Company) _____

Signature & Rubber stamp: _____

Date: _____

G. Rig Move Within The Same Well Pad

Description	Unit	Qty per move	Unit cost	Total
Rig down of the rig components and auxiliaries	Lump sum	1		
Transportation	Lump sum	1		
Rig up of the components and auxiliaries	Lump sum	1		
Total cost of services in Kenya shillings				
VAT 16%				
Total Price (To be transferred to summary of price schedules table)				
Price Validity Period				

Tenderer's Name (Company) _____

Signature & Rubber stamp: _____

Date: _____

H. SUMMARY OF PRICE SCHEDULES

Schedule No. & Description	No. of rig moves	Price per move (Transferred from corresponding Tables A to G)	Total Amount
A Rig Move Between Well Locations Within Olkaria I/II Fields	3		
B Rig Move Between Well Locations Within Olkaria IV Field	2		
C Rig Move Between Well Locations Within Eburru Field	4		
D Rig Move Between Olkaria I/II Fields and Olkaria IV Field	2		
E Rig Move Between Olkaria I/II Fields and Eburru Field	1		
F Rig Move Between Olkaria IV Field and Eburru Field	1		
G Rig Move Within The Same Well Pad	2		
TOTAL TENDER PRICE (to be transferred to Tender Form)			

SECTION VII
STANDARD FORMS

7.1 FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by*(Procuring entity)*.

4. We agree to abide by this Tender for a period of 120 days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us, subject to signing of the Contract by the parties.

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

Note: In accordance with **Clause 82** of the **Public Procurement and Asset Disposal Act 2015**
“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.

Tender for provision of rig move services at the Olkaria and Eburru geothermal fields

7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2(c) whichever applies to your type of business you are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

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

Name of your bankers Branch

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <ul style="list-style-type: none"> • Citizenship details • 																								
	<p>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>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> <tr> <td>5.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....	2.....	3.....	4.....	5.....
Name	Nationality	Citizenship Details	Shares																						
1.....																						
2.....																						
3.....																						
4.....																						
5.....																						
<p>Date Signature of Candidate</p>																									

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

7.3 TENDER SECURITY FORM

(To be on the Banks Letterhead)

WHEREAS..... [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated
..... [date of submission of tender] for
.....[name and/or description of the equipment](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 the **Kenya Electricity
Generating Company Limited** (hereinafter called “the Procuring entity”) in
the sum of for which payment well and truly to be made
to you, 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 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)

7.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20__ between
..... [name of **the Employer**] of [country of **the Employer**] (hereinafter
called "**the Employer**") of the one part and [name of **the Supplier**] of
..... [city and country of **the Supplier**] (hereinafter called "**the Supplier**") of the other
part;

WHEREAS **the Employer** invited tenders for] and has accepted a tender by the
tenderer for the supply of 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 and Tenderer's Acceptance
 - (g) Applicable addenda and clarifications
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 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 by _____ the _____ (for the Procuring entity

Signed by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

7.5 PERFORMANCE SECURITY FORM

(To be on the Banks Letterhead)

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]for 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:

NOW 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]