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**TENDER FOR BOREHOLE DRILLING SERVICES AT
ST. STEPHEN'S ICHUNI MIXED PRIMARY SCHOOL,
KEROKA, KISII COUNTY**

TENDER NO. IGWSP/LOT-01/2021

**Rotary Club of Kakamega
P.O Box 2674 - 50100
KAKAMEGA
E-MAIL: ichuniwaterproject@gmail.com**

February 2021

Tender Closing Date & Time: 26th February 2021 at 1200hrs (East African Time)

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1 SECTION I – INVITATION TO TENDER

Tender Ref No. IGWSP/LOT-01/2021

Date: February 2021

Tender name: TENDER FOR BOREHOLE DRILLING SERVICES AT ST. STEPHEN’S ICHUNI MIXED PRIMARY SCHOOL, KEROKA, KISII COUNTY.

- 1.1 Rotary Club of Kakamega, herein known as the Procuring entity, invites sealed tenders from interested eligible candidates; for the provision for Borehole Drilling at St. Stephen Ichuni Mixed Primary School.
- 1.2 Interested tenderers may view/obtain/download tender documents at <https://ewb-kenya.org/tenders/> or obtain a soft copy of the through a request at

Rotary Club of Kakamega

P.O Box 2674 - 50100

KAKAMEGA

E-MAIL: ichuniwaterproject@gmail.com

during normal working hours on Monday to Friday between 0800hrs to 1700hrs (East Africa Time).

- 1.3 The tender document downloaded from the website is free of charge The candidates who download the tender documents **must register their details with ichuniwaterproject@gmail.com** in order to receive any clarifications and/or addenda.
- 1.4 There will be a **MANDATORY** site visit on 12th February 2021 at 12:00pm at St. Stephens Ichuni Primary School, Keroka, Kisii County.
- 1.5 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya Shillings shall remain valid for a period of one hundred and twenty (120) days from the closing date of the tender.
- 1.6 To be eligible to tender, in addition to the requirements given, the tenderer if previously contracted by Rotary Club of Kakamega or Engineers Without Borders Kenya to offer similar services, **must not** have had any negative evaluation for poor performance and/or delayed delivery of service. In addition, any contract terminated on grounds of integrity and/or fraud or corruption is ineligible to tender.
- 1.7 *In addition to Clause 2.11, eligible tenderers must provide the following **mandatory requirements** (preliminary evaluation). Non-submission of any of the documents will lead to disqualification from the tender process.*
- a) Copy of certificate of Incorporation/Registration
 - b) Copy of **Valid** Tax compliance certificate.
 - c) Copy of CR 12
 - d) Copy of Certificate of Registration NCA 7 and above as a water contractor and Registration by Ministry of Water, Sanitation and Irrigation for borehole drilling,

equipment and servicing as Class B or A.

- e) Tender security of **Kshs 100,000.00 (Kenya Shillings Fifty Thousand Only)** in form of a bank guarantee from a bank registered in Kenya and recognized by the Central Bank of Kenya or a guarantee from an insurance company recognized by Public Procurement Oversight Authority.
- f) Duly filled, signed and stamped Confidential Business Questionnaire (Section VIII).
- g) Duly filled, signed and stamped Bidder's Declaration and Integrity Pact (Section VIII).
- h) Properly bound, paginated and serialized document

1.8 Interested bidders shall be required to submit their tender documents **one (1) sealed envelope** clearly labeled **“TENDER FOR BOREHOLE DRILLING SERVICES AT ST. STEPHEN'S ICHUNI MIXED PRIMARY SCHOOL, KEROKA, KISII COUNTY – Tender Reference No. IGWSP/LOT-01/2021”** with the instructions **“Do not open before 26th February 2021 at 1200hrs (East Africa Time)”** as below:

Tenderers to submit 1 (one) original and two (2) copies of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes clearly marked **“TENDER FOR BOREHOLE DRILLING SERVICES AT ST. STEPHEN'S ICHUNI MIXED PRIMARY SCHOOL, KEROKA, KISII COUNTY”** and **“Tender Ref. No. IGWSP/LOT-01/2021”** with the instructions **“Do not Open Before 26th February 2021 at 1000hrs (East Africa Time)”**, **should be addressed to:**

THE PRESIDENT

**Rotary Club of Kakamega
P.O Box 2674 - 50100
KAKAMEGA**

E-MAIL: ichuniwaterproject@gmail.com

and be deposited at **St. James Ichuni Secondary School, Keroka, Kisii County**

and registered at the accounts clerk office to be received on or before **26th February 2021 at 1200hrs (East Africa Time)**. Late submissions shall automatically be disqualified whatever the circumstances.

1.9 Tenders will be opened immediately thereafter in the presence of the tenderer and/or their representatives who choose to attend the opening at

St. James Ichuni Secondary School, Keroka, Kisii County

2 SECTION II – INSTRUCTIONS TO TENDERERS

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2.1 Eligible Tenderers

- 2.1.1.** This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2.** The mandatory documentation as given under the Appendix to Instructions to Tenderers – clause 2.29 must be submitted as they will be used for confirmation of eligibility of the tenders.
- 2.1.3.** The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.4.** Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.5.** Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1** The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2** This tender document is not chargeable and is given to the tenderer selected by the Procuring entity.

2.3 Contents of Tender Document

- 2.3.1** 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) Bank Guarantee for Advance Payment Form
- xii) Manufacturer's Authorization Form
- xiii) Confidential Business Questionnaire Form
- xiv) Declaration form

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

2.4 Clarification of Tender Documents

2.4.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post at the entity's address indicated in the invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.5 Amendment of Tender Documents

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

2.5.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

2.6 Language of Tender

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender 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.

2.7 Documents Comprising the Tender

2.7.1 The tender prepared by the tenderers shall comprise the following components.

- a) A Tender Form and a Price Schedule completed in accordance with clauses 2.8, 2.9 and 2.10 below.
- b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
- c) Tender security furnished is in accordance with Clause 2.12.
- d) Confidential business questionnaire.

2.8 Form of Tender

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

2.9 Tender Prices

- 2.9.1** The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2** Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3** Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to clause 2.22.
- 2.9.4** Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5** Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6** Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

- 2.10.1** Prices shall be quoted in the either in Kenya Shillings or which will be converted to Kenya Shillings according to Clause 2.23.

2.11 Tenderers Eligibility and Qualifications

- 2.11.1** Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2** The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1** **The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.**
- 2.12.2** **The tender security shall be Kshs 100,000.00.**
- 2.12.3** 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 clause 2.12.7.
- 2.12.4** **The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:**
- a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
- 2.12.5** Any tender not secured in accordance with clause 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to clause 2.20.
- 2.12.6** Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.7** The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to clause 2.26, and furnishing the performance security, pursuant to clause 2.27.
- 2.12.8** 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 clause 2.26; **or**
 - ii) to furnish performance security in accordance with clause 2.27.
- c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tender

2.13.1 The tender shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to clause 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under clause 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.

2.14 Format and Signing of Tender

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

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

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

2.14.4 Payment terms

The payment terms for this tender are for a credit period of thirty (30) days from the date when monthly invoices have been received at Engineers Without Borders Kenya, and after confirmation of satisfactory receipt of services. **The tenderer should clearly indicate the payment terms in their proposal if different.**

2.14.5 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(s) duly authorized to bind the tenderer to the contract. All

pages of the tender, except for un amended printed literature, shall be initialed by the person(s) signing the tender.

- 2.14.6** 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(s) signing the tender.

2.15 Sealing and Marking of Tenders

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

The inner and outer envelopes shall:

- a) be addressed to the Procuring entity at the address given in the invitation to tender;
- b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE 26th February 2021 at 1200hrs (East Africa Time)”**.

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

- 2.15.3** If the outer envelope is not sealed and marked as required by clause 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.15.4 Deadline for Submission of Tenders

- 2.15.5** Tenders must be received by the Procuring entity at the address specified in the Invitation to Tender no later than, **26th February 2021 at 1200hrs (East Africa Time)**.

- 2.15.6** The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with clause 2.5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.16 Modification and withdrawal of tenders

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

- 2.16.2** The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause 2.15. A withdrawal notice may also be

sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.16.4 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 clause 2.12.7.

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

2.16.6 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.

2.17 Opening of Tenders

2.17.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend at 1200hrs (East Africa Time) **on 26th February 2021** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.17.2 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.

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

2.18 Clarification of tenders

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

2.18.2 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.

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

2.19 Preliminary Examination and Responsiveness

2.19.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been

furnished whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.19.2** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.19.3** The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.19.4** Prior to the detailed evaluation, pursuant to clause 2.22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these clauses, 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.
- 2.19.5** 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.
- 2.19.6** Conversion to a single currency
- 2.19.7** Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.20 Evaluation and comparison of tenders

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

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

b) *Deviation in payment schedule.*

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

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

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

- a) Pass the preliminary evaluation having submitted all the mandatory documentation
- b) Score the minimum technical evaluation score as given in the evaluation criteria under the appendix to instructions to tenderers – clause 2.29.
- c) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- d) Legal capacity to enter into a contract for procurement
- e) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- f) Shall not be debarred from participating in public procurement.

2.21 Contacting the procuring entity

2.21.1 Subject to clause 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.21.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.22 Award of Contract

a) Post qualification

2.22.1 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.

2.22.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to clause 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

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

b) Award Criteria

2.22.4 Subject to clause 2.27 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.22.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

2.23 Notification of award

2.23.1 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.

2.23.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.23.3 Upon the successful Tenderer's furnishing of the performance security pursuant to clause 2.27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to clause 2.12.

2.24 Signing of Contract

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

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

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

2.25 Performance Security

2.25.1 Within fourteen (14) 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.

2.25.2 Failure of the successful tenderer to comply with the requirement of clause 2.26 or clause 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity May make the award to the next lowest evaluated or call for new tenders.

2.26 Corrupt or Fraudulent Practices

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

2.26.2 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;

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

2.27 APPENDIX TO INSTRUCTIONS TO TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers <i>The tenderer shall provide the following mandatory requirements (failure to submit the mandatory requirements will lead to disqualification from the tender process) to be used on the preliminary evaluation</i> i) Copy of certificate of Incorporation/Registration j) Copy of Valid Tax compliance certificate. k) Copy of CR 12 l) Copy of Certificate of Registration NCA 7 and above as a water contractor and /or Registration by Ministry of Water, Sanitation and Irrigation for borehole drilling, equipment and servicing Class B or A. m) Tender security of Kshs 100,000.00 (Kenya Shillings Fifty Thousand Only) in form of a bank guarantee from a bank registered in Kenya and recognized by the Central Bank of Kenya or a guarantee from an insurance company recognized by Public Procurement Oversight Authority. n) Duly filled, signed and stamped Confidential Business Questionnaire (Section VIII). o) Duly filled, signed and stamped Bidder's Declaration and Integrity Pact (Section VIII). p) Properly bound ,paginated and serialized document The successful tenderer may be asked to present certified copies of any legal documentation to enable contract preparation. Other requirements i) Is not limited or debarred under any of the provisions of the Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Disposal Regulation, 2006 to enter into a Contract; ii) Must not be bankrupt or in the process of being wound-up and is not the subject of legal proceedings for the purposes hereof; iii) Provide information regarding current litigation(s) in which the

	<i>a) If the bidder has been a previous contractor for Engineers Without Borders Kenya but with a negative evaluation for works done, they shall not be considered for evaluation or award for</i>															
1.6	Tenders shall be received by the accounts clerk at St. James Ichuni Secondary School, Keroka, Kisii County.															
2.10	The currency to be used is Kenya Shillings (KShs)															
2.11	Eligibility To be eligible to tender, in addition to the requirements given, the tenderer if previously contracted by Rotary Club of Kakamega or Engineers Without Borders Kenya to offer similar services, must not have had any negative evaluation for poor performance and/or delayed delivery of service. In addition, any contract terminated on grounds of integrity															
2.12	Tender Security Tender Security to be issued by the tenderers is Kenya Shillings One hundred Thousand (Kshs. 100,000) in form of a bank guarantee issued by a bank licensed and operating in Kenya. Tender Security from an insurance company recognized by the Public Procurement Regulatory Authority (PPRA) of Kenya is also acceptable.															
2.22	Evaluation and comparison of tenders • Tenderers will be required to pass the preliminary evaluation having submitted all the mandatory documentation before being considered for technical evaluation. • The evaluation criteria below will be used to evaluate the technical responsiveness of the tenders: TECHNICAL EVALUATION CRITERIA: <table><tr><th>No.</th><th>Evaluation Criteria</th><th>Points (Max)</th></tr><tr><td>1</td><td>Company Past relevant Experience</td><td></td></tr><tr><td></td><td>Provide evidence of Past performance for (5Nos) five different projects for different clients in works of a similar nature within the past 5 years. (Attach award letters, Local Purchase Orders, signed contracts or completion certificates as evidence) a)List of projects undertaken in the last three years(Title of the project, client name and contact details) 5 marks b)5LPOs/completion certificate/Reference letters from different corporate clients @4Marks</td><td></td></tr><tr><td></td><td></td><td>F25</td></tr><tr><td>2</td><td>Equipment Ownership</td><td></td></tr></table>	No.	Evaluation Criteria	Points (Max)	1	Company Past relevant Experience			Provide evidence of Past performance for (5Nos) five different projects for different clients in works of a similar nature within the past 5 years. (Attach award letters, Local Purchase Orders, signed contracts or completion certificates as evidence) a)List of projects undertaken in the last three years(Title of the project, client name and contact details) 5 marks b)5LPOs/completion certificate/Reference letters from different corporate clients @4Marks				F25	2	Equipment Ownership	
No.	Evaluation Criteria	Points (Max)														
1	Company Past relevant Experience															
	Provide evidence of Past performance for (5Nos) five different projects for different clients in works of a similar nature within the past 5 years. (Attach award letters, Local Purchase Orders, signed contracts or completion certificates as evidence) a)List of projects undertaken in the last three years(Title of the project, client name and contact details) 5 marks b)5LPOs/completion certificate/Reference letters from different corporate clients @4Marks															
		F25														
2	Equipment Ownership															

		Major items of Contractor's Equipment proposed for carrying out the Works including but not limited to the listed items; drilling rigs, truck, transportation vehicles etc a)List at least three available equipment for the work– provide Proof of ownership i.e log book or lease agreement@3 marks	9
	3	Company Organization structure and Qualifications of Key Personnel	
		<u>Company organization structure</u> Comprehensive structure (5 marks) <u>Key Personnel -Project Manager</u> a)Project Manager to have at least a Degree in Engineering related field with five (5) years' experience, or Diploma Holder with at least 8 years' experience - Attach a)CV Signed by the project manager @3marks b)Relevant academic certificate @3marks <u>Proposed technicians</u> a)2Nos proposed technicians with diploma or certificate and three years' experience in similar works-attach a)CV Signed by the technician @3marks b)Relevant academic certificate @3marks	5 6 12
	4	Due Diligence	
		- Existence of permanent office /workshop (evidence must be provided for via lease agreement or utility bills etc)- 5 points - Due diligence visit - Five (5) of the major clients where the installations have been done by the supplier. (20 points)	25
	5	Environmental Health and Safety Policy a) Submit a signed draft work program chart, in preferably MS Project, starting from the date of receipt of order to completion of drilling works for one borehole. (6 points)	18

	b)Work Safety Management- Bidder to submit the following (@4 marks) • Safety Policy • Workers safety • Accident prevention	
	TOTAL	100
	Only technical proposals of firms scoring a technical score of 70 points will be considered responsive and will proceed to the financial evaluation.	
	In addition, the evaluation committee will determine whether the financial tenders are complete e.g. whether the tenderer has cost all the items in the schedule of prices. Each lump sum rate inserted in the Schedule of Prices shall be a realistic estimate of the execution of the works to completion described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced in relation to the Employer's estimates under any item or groups of items, the tender shall be deemed not responsive.	
2.24.4	Award of contract Award of contract will be to the eligible tenderer (in line with the eligibility clause); i) who has submitted the tender document in line with the tender requirements; ii) who has been successfully evaluated in preliminary evaluation and attained the technical evaluation pass mark of 70 points and above; iii) who, having qualified in (ii) above, emerges between ranks one (1) to (3) in the financial evaluation. who, having qualified in (iii) above, is invited for Competitive Negotiations and submits the lowest evaluated Best and Final Offer for the project.	
2.27	Particulars of performance security The amount of Performance Security shall be 10% of the Contract Price in the format of the Performance Security Form provided in the tender document in the form of a bank guarantee drawn by a bank licensed and operating in Kenya or a bank recognized by the Central Bank of Kenya.	
2.28	In addition to clause 2.28, the ethics as described below will apply: Ethics It is a requirement that both Rotary Club of Kakamega and prospective suppliers of goods, services and works observe the highest standards of ethics during the procurement and execution of contracts. In pursuance of this policy, Rotary Club of Kakamega requires that all bidders concerned take measures to ensure that no transfer of gifts,	

	to officials of Rotary Club of Kakamega and/or procurement/management staff with decision making responsibility or influence occurs. In this regard, Rotary Club of Kakamega will require all tenderers to sign, as part of the tender documents, an Integrity Pact (Section VII – Standard forms). Non-delivery of the Bidders Declaration and Integrity Pact (Section VII – Standard forms) duly undersigned by the chief executive or legal representative of the tendering party will result in exclusion of the bid/ quotation from the procurement process. Rotary Club of Kakamega reserves the right to suspend or cancel a tender/quotation if corrupt practices of any kind are discovered at any stage of the award process.
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3 SECTION III – GENERAL CONDITIONS OF CONTRACT

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3.1 Definitions

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

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals, which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The Project Manager is Engineers Without Borders Kenya.
- f) “The contractor means the individual or firm providing the services under this Contract.
- g) “GCC” means general conditions of contract contained in this section
- h) “SCC” means the special conditions of contract
- i) “Day” means calendar day

3.2 Application

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

3.3 Joint Drafting

The parties have participated jointly in the negotiation and drafting of this agreement. In the event an ambiguity or question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this agreement.

3.4 Effectiveness of Contract

This Contract shall come into effect on2021.

3.5 Commencement of services

The Tenderer shall begin carrying out the Services immediately the Contract becomes

effective or at such other date as may be specified.

3.6 Standards

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

3.7 Patent right's

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

3.8 Performance Security

- 3.8.1** Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.8.2** The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.8.3** The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.8.4** The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.9 Inspections and tests

- 3.9.1** The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.9.2** The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.9.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.9.4 Nothing in clause 3.9 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.10 Payment

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

3.10.2 The payment terms are for a credit period of thirty (30) days from the date when the monthly invoices have been received at Engineers Without Borders Kenya; and after confirmation of satisfactory receipt of services.

3.11 Monitoring & Evaluation

The Tenderer's and Engineers Without Borders Kenyas representative shall meet as frequently as will be agreed to evaluate performance of the tenderer. The tenderer shall issue reports to Engineers Without Borders Kenya covering the the tenderer is to carry out.

3.12 Prices

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

3.13 Assignment

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

3.14 Termination for default

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity;
- b) if the tenderer fails to perform any other obligation(s) under the Contract; and
- c) If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.15 Termination of insolvency

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

3.16 Termination for convenience

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

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

3.17 Resolution of disputes

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

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

3.18 Governing language

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

3.19 Force Majeure

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

3.20 Applicable law

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

3.21 Notices

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

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

3.22 Confidentiality

- i) "Confidential Information" shall, for the purposes of this Agreement, include without limitation any financial, strategic, technical, commercial, geological and scientific information, know-how, trade secrets and data in whatever form, communicated to the Tenderer or acquired by the Ministry of Energy or Engineers Without Borders Kenya during the course of the tenderer carrying out his duties as contemplated in this Agreement.
- ii) The Tenderer agrees that he will not, during the course of carrying out his duties as contemplated in this Agreement or thereafter into perpetuity, disclose the Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the Ministry of Energy or Engineers Without Borders Kenya, save in accordance with the provisions of this Agreement.
- iii) The Tenderer agrees not to utilize, exploit or in any other manner whatsoever use the Confidential Information disclosed pursuant to the provisions of this Agreement and the terms of any subsequent Agreement made by parties, for any purpose whatsoever without the prior written consent of the Ministry of Energy or Engineers Without Borders Kenya.
- iv) The Tenderer undertakes not to use the Confidential Information for any purpose other than that for which it is disclosed; and in accordance with the provisions of this Agreement and any subsequent Agreement made by parties.
- v) The Tenderer shall be held liable for disclosing confidential information unless he proves that:
 - a) Such information and data was in the public domain prior to such disclosure;
 - b) Such information and data has become part of the public domain through no fault of the Tenderer; or
 - c) Such disclosure was required by any written Kenyan law.

3.23 Corrupt gifts and payments of commission

- i) The Client is an institution that fosters zero tolerance to fraud and corruption. The Tenderer hereby agrees to avoid fraud and corruption and to report any suspected fraud, corruption, or any activity that jeopardizes the integrity of the Client and its staff to its – Corruption Prevention and Integrity Committee (COPIC).
- ii) The Tenderer shall not;
 - a) Offer or give or agree to give to any person in the service of the Client any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract with the Client or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Client.
 - b) Enter into this or any other contract with the Client in connection with which commission or consideration has been paid or agreed to be paid by it or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission or consideration and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing by the Client.

Any breach of this Condition by the Tenderer or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Tenderer) shall be an offence under the provisions of the Public Procurement and Disposal Act 2015 issued under The Exchequer and Audit Act Cap 412 of the Laws of Kenya, Anti-corruption & Economic Crimes Act (2003), Public officer Ethics Act (2003), Government Financial Management Act 2004, and the Performance Contract with the Government.

3.24 Expiration of contract

Unless terminated earlier pursuant to Clause, this Contract shall terminate on after satisfactory completion of services and submission of a report by the Tenderer as required by this contract.

4 SPECIAL IV – SPECIAL CONDITIONS OF CONTRACT

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

4.2 Site visit

- a. There will be a MANDATORY site visit on 12th February 2021 at 12:00pm at St. Stephens Ichuni Primary School, Keroka, Kisii County.
- b. The tenderer is advised to examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility.
- c. The Employer shall organize a mandatory pre-tender site. A representative of the Employer will be available to meet the intending tenderers at the Site on the indicated dates. The contractor representative attending the pre-tender site visit should have an introduction letter in company letter head and a national ID.
- d. Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.
- e. The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.
- f. Each tenderer shall complete the Certificate of Tenderer's Visit to the Site, only available during the site visit described in (b).

4.3 Special conditions of contract as relates to the GCC

General conditions of contract reference	Special conditions of contract
3.5	Particulars of performance security The amount of Performance Security shall be 10% of the Contract Price in the format of the Performance Security Form provided in the tender document in the form of a bank guarantee drawn by a bank licensed and operating in Kenya.
3.7	The payments will be done monthly within 30 days upon receipt of invoice by the project manager and confirmation of satisfactory receipt of services.
3.13	The provisions of the arbitration act of the laws of Kenya shall apply.

5 SECTION V – SCHEDULE OF REQUIREMENTS AND PRICES

Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a basis in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award).

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time
			Start_____
			End_____

(The tenderer should amend as appropriate)

6 SECTION VI – TECHNICAL SPECIFICATIONS

6.1 Specifications

TERMS OF REFERENCE.

Background

Rotary Club of Kakamega intends to Contract eligible firms to drill borehole, Supply required temporary and permanent casings, provide attendance to installation of submersible pumps, piping and commission amongst any other supporting works

Scope of Works.

The scope of Works shall include but not limited to,

- 1) Drilling of borehole to specification
- 2) Supply and installation of steel casing including screens
- 3) Supply of gravel pack at aquifer zone
- 4) Well construction and development
- 5) Well testing
- 6) Construction of Concrete slab at ground level
- 7) Piping to existing elevated steel main tank
- 8) Supply of borehole completion data and water chemical analysis report

6.2 Specifications.

The successful drilling contractor shall inform Water Resources Management Offices in good time before starting drilling works so that they can send an officer to be present during drilling construction and test pumping exercise.

5.2.1 Drilling

Drilling should be carried out at a diameter of not less than 8”, using either a rotary type machine or percussion method. The drilling rig should be able to drill to the recommended depth, at the specified diameter of 8”. The rig and the drilling method adopted must be suitable for drilling through both unconsolidated material, and hard, compact rocks. The rotary drilling technique offers very high penetration rates in all types of materials, rig mobilization and demobilization are rapid, minimal casings are required during drilling exercise and reliable yield estimates can easily be made during drilling.

Drilling additives to be used (e.g. foam or polymer) must be non-toxic and bio-degradable. In no circumstances will bentonic additives considered to be acceptable, as they may plug the aquifer zones and are extremely difficult to remove during development.

Geological rock samples should be collected at 2 metre intervals. Water struck and rest levels should be carefully recorded, as well as water quality and estimates of the yield of individual aquifers encountered.

Great care should be taken that the water quality of the different aquifers is accurately determined. Upon the first strike, drilling fluids should be effectively flushed, and after sufficient time, a water sample should be taken of the air-blown (rotary) or bailed (percussion) yield. On-site analysis using an EC meter, and preferably a portable laboratory, is recommended.

5.2.2 Borehole Design

The design of the borehole should ensure that screens are placed against the optimum aquifer zones. The final design should be made by an experienced hydrogeologist.

5.2.3 Casing and Screens

The well should be cased and screened, in order to avoid collapsing and sediment intake. Considering the moderate depth of the borehole, it is recommended to use Mild steel casings and screens of 6" diameter. They should be machine cut not gas-slotted. Screen slots should be a maximum of 1.5 mm in size. The minimum open area of the screens should be 5%.

5.2.4 Gravel Pack

The use of a gravel pack is recommended within the aquifer zone, because the aquifer could contain sands or silts, which are finer than the screen slot size. An 8" diameter borehole screened at 6" will leave an annular space of approximately 1", which is sufficient to allow the insertion of fine, quartzitic gravel. The grain size of the gravel pack should be within the range of 2 to 5 mm, and granules should be rounded to well rounded. Over 95% should be siliceous.

Gravel pack should be washed down with copious volumes of water to avoid bridging. The best method, which is unfortunately rarely used, involves the insertion with a tremie pipe.

5.2.5 Borehole Construction

In installing screen and casing, centralizers at 6 metre intervals should be used to ensure centrality within the borehole. This is particularly important to insert the artificial gravel pack all around the screen. If installed, gravel packed sections should be sealed off at the top and bottom with clay or bentonite seals (2 m). In this case, it is also recommended to install a 3 m long, cement grout plug at the surface, to prevent contamination from entering the borehole. The remaining annular space should be backfilled with inert material (drill cuttings may be used), and the top five metres grouted with cement to ensure that no surface water at the well head can enter the well bore and thus prevent contamination.

5.2.6 Borehole Development

Once screen, gravel pack, seals and backfill have been installed, the well should be developed. Development is the term used to describe the procedures designed to maximise well yield. Although an expensive element in the completion of a well, the additional costs are usually justified by longer well life, greater efficiencies, lower operational and maintenance costs and a more constant yield.

Development has two broad objectives, which can be divided into borehole and aquifer stimulation:

- To repair the damage done to the aquifer material during drilling and restore the natural hydraulic properties.
In both cable tool (i.e. percussion) and air hammer drilling, the bit action chips and crushes the rock, and mixes it with water and other fine material into thick mud slurry.

The pounding of the bit forces this slurry into the openings in the wall of the borehole, thus blocking the pores and impeding the flow of water from the aquifer. A thick "wallcake" may form, especially when clay additives (such as bentonite) are used during drilling or where natural clays occur in the penetrated formations. This cake, if not removed, may virtually plug the borehole, and significantly reduce the discharge. It should be noted that the maximum yield of a formation can only be realised if all the fractures and crevices are unblocked and able to supply water to the well.

Borehole development techniques are applied to break down and remove the impermeable layer of clayey material from the borehole wall. Swabbing, wall-scratching, airlift rawhiding and polyphosphate dosing are all borehole development techniques.

- To alter the characteristics of the aquifer volume in the vicinity of the borehole, by improving hydraulic contact between the aquifer and the hole. This is essentially aquifer development, and is also known as aquifer stimulation. Polyphosphate dosing, hydrofracturing and acidification are examples of aquifer stimulation techniques.

Development with a percussion rig: if a cable tool rig has been deployed the available development techniques are relatively simple, but less effective than the methods used in modern rotary drilling. The following measures are recommended:

- Backwashing and bailing: using a surge block with rubber flaps slightly smaller than the internal diameter of the hole, start near the top of the water bearing zones and surge downwards (surging upwards may lead to the surge block sand-locking, which can jeopardise the hole). Bail the borehole clean periodically. Repeat this cycle until no more material is brought up, bailed water is clear and electrical conductivity is stable.
- Polyphosphate dosing: percussion equipment does not include mudpumps and drillpipe, so jetting is impossible. Polyphosphate dosing comprises no more than simply pouring water with dissolved sodium hexametaphosphate and calcium hypochlorite into a pipe, the base of which is located near the bottom of the hole.^{*f} The polyphosphate is allowed to act for 12 hours or overnight.
- Repeat the backwashing and bailing cycle until the water is clear and electrical conductivity stable.

If a rotary rig equipped with a strong air compressor is available, more effective development techniques can be applied:

- Airlift rawhiding, into and through the aquifer zones. This should continue until the water lifted is clean and clear, with electrical conductivity stable. Rawhiding comprises cyclic airlifting: once the airlift has been established, air supply is cut off and water allowed to cascade down the hole. This creates overpressures across the borehole wall, which agitates the formation and enhances cleaning. The airlift is then started again and the cycle repeated.
- Water jetting with an on-wall velocity of 30 m/s: at least 0.3 m³ of fluid should be jetted per linear metre of screen. The water used for jetting must be absolutely clean, and it is dissolved as in the polyphosphate dosing described under Section 4.2. The jetting tool should be so constructed that the jet openings are not more than 1" (25 mm) from the borehole wall. Jetting should start from the top of the water bearing formation rotating

Recommended concentrations are 3.8 kg/m³ of sodium hexametaphosphate (a locally available, common food additive and clay disaggregant known under the trade names "Calgon" or "SHMP"), and 1.5 kg/m³ of calcium hypochlorite.

downwards. After the entire saturated zone has been jetted, the hole should be left for at least 12 hours or overnight, to allow the hexametaphosphate to work on the “wall cake” and any clayey material in the aquifer material.

- Airlift rawhiding again, from the bottom of the hole, until airlifted water is absolutely clean and electrical conductivity stable.

During development, an estimate of the bailed or air-blown yield should be made. This usually gives a fair indication of the final range of abstraction that can be expected from the borehole. The use of overpumping as a means of development is not advocated, since it only increases permeability in zones, which are already permeable.

5.2.7 Well Testing

After development and preliminary tests, a step-drawdown test and a 24-hour long-duration well test at constant discharge rate should be carried out. Well tests have to be performed on all newly-completed wells: apart from providing information on the quality of drilling, design and development, it also enables the hydrogeologist to compute sustainable abstraction rates, design drawdown, and other important well and aquifer parameters.

During the test, the well is pumped from a measured static water level (SWL) at a known yield. Simultaneously, the discharge rate and the pumped water level (PWL) as a function of time are recorded. After stopping the pump, recovery is measured until the water level has returned within 5% of the original level, in comparison with the total pumped drawdown.

The specific capacity and the efficiency of a borehole are determined during a step-drawdown test. Simultaneously, target yields for the constant discharge test can be set. The step-drawdown test usually comprises 4 to 6 steps of 60 to 90 minutes each. The pumping rates are increased step-by-step, e.g. by gradually opening a gate valve. Recovery may be measured after the last step, but this is not really necessary if a constant discharge test is conducted as well. However, before starting the constant discharge test, 95% of the pumped drawdown must be recovered, or, alternatively, no increase in level must be observed for a period of more than 4 hours.

The constant discharge test allows calculation of specific aquifer parameters, such as transmissivity, hydraulic conductivity and storage coefficient. In addition, the sustainable volume of abstraction, the design drawdown and the final pump specification and setting can be determined. The minimum duration of the test should be 24 hours, followed by 12 hours of recovery observations, or alternatively until 95% of the total drawdown has been regained.

5.2.8 Legal Requirements

It is a legislated condition imposed by the Water Act 2016, that all boreholes in Kenya be equipped with a master/flow meter and a means by which water levels can be measured. These measures have been designed to allow the collection of data, which will enable both the authorities and the borehole operators to learn more about the reliability and limitations of their groundwater resources.

The easiest method of water level monitoring is through a narrow (1.25” to 2”) dipper line which is installed along the rising main. An electric dipper should be used to measure water levels directly, with an accuracy of approximately 1 cm. An electrical dipper should also be equipped in the borehole to monitor water rest level.

6.3 Drilling location:

Tenderers should clearly demonstrate their capacity and capability to undertake and successfully complete the borehole drilling works. The scope of works is as indicated in the Bill of quantities.

|

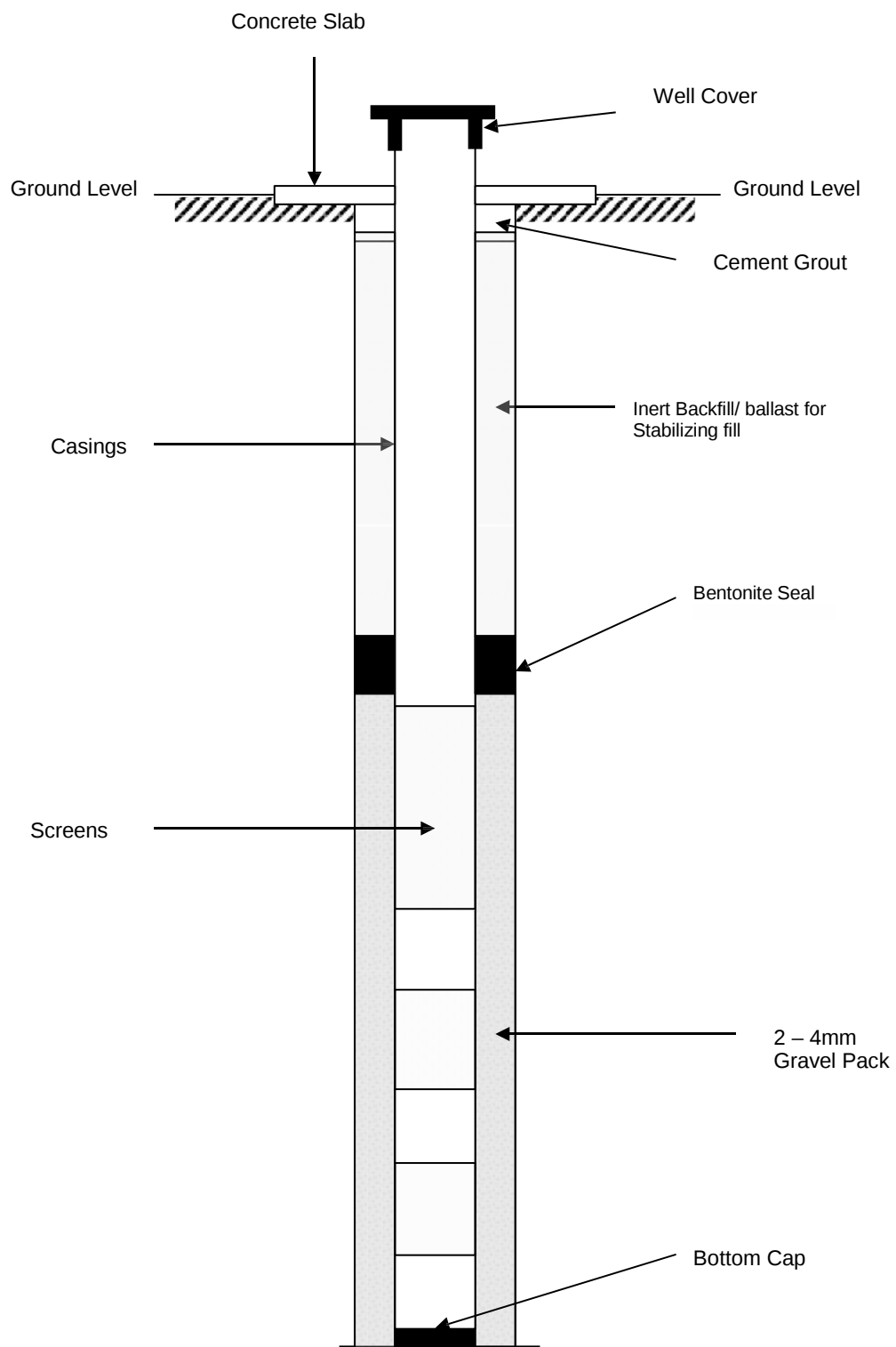
DRAWINGS

7.1 Notes on drawings

7.2 A list of drawings should be inserted here

7.3 The actual drawings including Site plans should be annexed in a separate booklet – these will to be shared with the successful tenderer where need be.

TYPICAL BOREHOLE SECTION



BILL OF QUANTITIES

8.1 Notes for preparing Bills of Quantities

8.1.1 The objectives of the Bills of Quantities are;

- a) to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and
- b) When a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

8.1.2 The Bills of Quantities should be divided generally into the following sections:

a) Preliminaries

The preliminaries should indicate the inclusiveness of the unit prices, and should state the methods of measurement which have been adopted in the preparation of the Bill of Quantities and which are to be used for the measurement of any part of the Works.

The number of preliminary items to be priced by the tenderer should be limited to tangible items such as site office and other temporary works, otherwise items such as security for the Works which are primarily part of the Contractor's obligations should be included in the Contractor's rates.

b) Work Items

- i) The items in the Bills of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities.
- ii) Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage or waste. Quantities should be rounded up or down where appropriate.
- iii) The following units of measurement and abbreviations are recommended for use:

<i>Unit</i>	<i>Abbreviation</i>	<i>Unit</i>	<i>Abbreviation</i>
cubic meter	m ³ or cu m	millimeter	Mm
Hectare	Ha	Month	Mon
Hour	H	Number	Nr
Kilogram	Kg	square meter	m ² or sq m
lump sum	Sum	square millimeter	mm ² or sq mm
Meter	M	Week	Wk
metric ton (1,000 kg)	T		

- iv) The commencing surface should be identified in the description of each item for Work involving excavation, boring or drilling, for which the commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for Work involving excavation for which the excavated surface is not also the final surface. The depths of Work should be measured from the commencing surface to the excavated surface, as defined.

c) Day-work Schedule

A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Employer of the realism of rates quoted by the tenderers, the Daywork Schedule should normally comprise:

- i) a list of the various classes of labour, and materials for which basic Day work rates or prices are to be inserted by the tenderer, together with a statement of the conditions under which the Contractor will be paid for Work executed on a Day work basis; and
- ii) a percentage to be entered by the tenderer against each basic Day work Subtotal amount for labour, materials and plant representing the Contractor's profit, overheads, supervision and other charges.

d) Provisional Quantities and Sums

- i) Provision for quantity contingencies in any particular item or class of Work with a high expectation of quantity overrun should be made by entering specific "Provisional Quantities" or "Provisional Items" in the Bill of Quantities, and not by increasing the quantities for that item or class of Work beyond those of the Work normally expected to be required. To the extent not covered above, a general provision for physical contingencies (quantity overruns) should be made by including a "Provisional Sum" in the Summary of the Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a "Provisional Sum" in the Summary of the Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.

- ii) Provisional sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialized Works should be included as a section of the main Bills of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate the name (s) of the specialised firms he proposes to engage to carry out the specialized Works as his approved domestic sub-contractors. Only provisional sums to cover specialized Works by statutory authorities should be included in the Bills of Quantities.

e) **Summary**

The Summary should contain a tabulation of the separate parts of the Bills of Quantities carried forward, with provisional sums for Daywork, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) where applicable.

PRICE SCHEDULE

Name of Tenderer _____ Tender Number _____

Page_of _____

No	Description	Unit	Quantity	Rate	Amount
1	Allow for Mobilization of all Equipment and Personnel to site and demobilization at the End of the Project. Rate should also include setting up and dismantling of the rig at the drilling site water storage facilities for the works and minor hoarding around the drilling area.	Item	1		
2	Provide suitable rigs, and drill 8" diameter borehole between 0-100 M commencing from Ground Level. Rate to include provision of drilling water, water injection system and usage of drilling foam.	Lm	100		
3	Provide suitable rigs, and drill 8" diameter borehole between 101-300M commencing from Ground Level. Rate to include provision of drilling water, water injection system and usage of drilling foam.	LM	170		
4	Supply and install 152mm diameter plain mild steel Casings class - B. The casing shall stand one metre proud above ground level once installation is complete and with suitable cap.	Lm	150		
5	Supply and install 152mm diameter mild steel screen casing. The screen slots shall have a maximum diameter of 1.5mm. The minimum open are of the screens shall be 5%. The screen slots shall be machine cut/plasma cut and not gas slotted.	Lm	120		
6	Supply and install gravel pack 2-5mm in size and insert around the screen casing in the borehole. The gravel packed should be sealed off with bentonite at the top and bottom.	Item	1		
7	Provide materials for and construct concrete top slab 200mm thick Class 20/20 Concrete. Rate to include ground preparation to receive concrete.	M ₃	1		
8	Grout between the inner casing and the outer surface casing for top Six (6) metres.	M	6		
9	Allow for well development by a suitable method to maximize on yield.	Item	1		
10	Allow for well testing. Pumping shall be done over 24hrs at a constant discharge rate, to include water level observation. This shall be followed by 12hrs of recovery observations. Required data shall be compiled by the contractor.	Hr	24		
11	Carry out physical and chemical analysis of the borehole water	item	1		
12	The contractor shall prepare and avail Data analysis, drilling, borehole completion reports, pump test report, pump installation report compilation in three	Item	1		

	hard copies and 1 electronic copy for the Borehole as per WRA requirements				
13	Provide attendance to submersible pumps installation to be done by others	Item	1		
Subtotal 1					
Add 16% VAT					
Grand Total					

Signature of tenderer _____

Note: The price schedule should capture each and every item chargeable by the tenderer, including any personnel costs where applicable. No hidden costs are acceptable.

1. *Where applicable, the tenderer can modify the price schedule to exhaustively capture all items with no major deviation from the form above.*
2. *Prices quoted should be inclusive of any applicable taxes – the tenderer should clearly state that their prices are inclusive of VAT where applicable.*

Name & Signature of tenderer (authorized signatory)

Stamp _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

7 SECTION VII – STANDARD FORMS

Notes on the Standard Forms:

a) Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

b) Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with tender documents

c) Tender Security Form

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

d) Contract Form

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

e) Performance Security form

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

f) Bank Guarantee for Advance Payment

When there is an agreement to have Advance payment, this form must be duly completed.

g) Manufacturer's Authorization Form

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

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 provide *(fill in the tender details)* 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 offer services and deliver, install and commission any 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 topercent of the Contract Price for the due performance of the Contract , in the form prescribed by(Procuring entity).
- 4 We agree to abide by this Tender for a period of [number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5 This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
- 6 We understand that you are not bound to accept the lowest or any tender that you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

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 applied to your type of business. You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name
 Location of business premises.
 Plot No..... Street/Road
 Postal 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

Part 2 (a) – Sole Proprietor				
Your name in full		Age		
Nationality		Country of origin		
Citizenship details				
Part 2 (b) Partnership				
Given details of partners as follows:				
Name	Nationality	Citizenship Details	Shares	
1. ....	.....	.....	.....	
2. ....	.....	.....	.....	
3. ....	.....	.....	.....	
4. ....	.....	.....	.....	
Part 2 (c) – Registered Company				
Private or Public				
State the nominal and issued capital of company-				
Nominal KShs.				
Issued KShs.....				
Given details of all directors as follows				
Name	Nationality	Citizenship Details	Shares	
1. ....	.....	.....	.....	
2. ....	.....	.....	.....	
3. ....	.....	.....	.....	
4. ....	.....	.....	.....	
5. ....	.....	.....	.....	
Date Seal/Signature of Candidate				

7.3 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated [date of
submission of tender] for the [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 [name of Procuring entity]
(hereinafter called “the Procuring entity”) in the sum of for
which payment well and truly to be made to the said Procuring entity, the Bank binds itself,
its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank
this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

7.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

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

7.5 PERFORMANCE SECURITY FORM

To
[*name of Procuring entity*]

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

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

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

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

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

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

7.6 BANK GUARANTEE FOR ADVANCE PAYMENT

To
[*name of Procuring entity*]

[*name of tender*]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [*name and address of tenderer*](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of [*amount of guarantee in figures and words*].

We, the [*bank or financial institutions*], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [*amount of guarantee in figures and words*]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [*date*].

Yours truly,

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

7.7 MANUFACTURER'S AUTHORIZATION FORM

To [name of the Procuring entity]

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

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

[signature for and on behalf of manufacturer]

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

7.8 BIDDER'S DECLARATION AND INTEGRITY PACT

7.8.1 Bidder's Declaration

We/I the undersigned, in the capacity of
..... for [name of the
company/firm/individual] certify that the **bidder is not in any of the following situations:**

- 1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
- 2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
- 3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
- 4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
- 5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
- 6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
- 7 Are in breach of contract on another contract with the Government of Kenya or other local or contracting authority or foreign government.
- 8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
- 9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [.....]

Duly authorized to sign this bid on behalf of (bidder's name):

[.....]

Place and date: [.....]

Stamp of the firm/company:

7.8.2 Integrity Pact

Bidder's Oath to fulfill the Integrity Pact

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for _____,

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged in bid-rigging for the sake of a particular bidder to win the bid, we shall accept to be prohibited from submitting bids placed by Rotary Club of Kakamega for a period of two (2) years. If proven that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by Rotary Club of Kakamega for a period of two (2) years. If any unethical behaviour is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.
2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials, and in case it is proved that we have violated any terms of this Integrity Pact in relation with a bid, or concluding or execution of a contract, or offered bribes for favours in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by Rotary Club of Kakamega for a period of two (2) years. If proven as a fact that we have offered bribes to Rotary Club of Kakamega or related officials for favours regarding a bid or contract to a bidder or a winning bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by Rotary Club of Kakamega for a period of two (2) years. If proven that we have offered bribes to Rotary Club of Kakamega or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by Rotary Club of Kakamega for a period of two (2) years.
3. In case it is proven that we have offered bribes to a related official or a Rotary Club of Kakamega official regarding a bid, or concluding or execution of a contract, we shall accept the cancellation of the contract, and shall not file any civil, administrative or criminal appeals.
4. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials and Rotary Club of Kakamega, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.

5. In addition, I confirm on behalf of the bidder that the details included in the

bidders profile and experience sheet and our quotation are correct to the best of my knowledge and belief.

In addition, we authorize, Rotary Club of Kakamega to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.

- 6 The bidder authorizes Rotary Club of Kakamega, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact.

We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a “Special Condition of Contract,” and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: _____

Signed by: _____
(Chief Executive/Chief Executive Officer)

Full Name printed: _____

7.9 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement
Administrative Review Board to review the whole/part of the above mentioned decision on the following
grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: - 1. 2.
etc

SIGNED(Applicant)

Dated on.....day of/...20... FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED

Board Secretary