

REPUBLIC OF KENYA



WAJIR COUNTY GOVERNMENT

**BIDDING DOCUMENT
FOR**

**DRILLING, DEVELOPMENT & TEST PUMPING OF LOT 1 BOREHOLES AT
QARANRI, BATALU IN WAJIR NORTH SUB-COUNTY and QARSAJUQALA IN
ELDAS**

TENDER REF NO: WCG/T/320 /2015-16

EMPLOYER

**WAJIR COUNTY GOVERNMENT,
P.O. BOX 9-70200
WAJIR**

PROJECT MANAGER

**DEPARTMENT OF WATER,
P.O. BOX 41-070200
WAJIR**

2016

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NOTES

1. Transactions regarding the sample forms shall be carried out between the Employer and the firm awarded the contract.
2. The whole document should be read and understood before quoting.
3. Read both sides of the paper.
4. Bidders should make their own arrangements at their own cost to visit the site and familiarize themselves with the site conditions before quoting. No excuse will be allowed for mistakes made due to not visiting the site.
5. Appendix to Instructions to Bidders, Appendix to Conditions of Contract, bills of quantities, bid forms etc must be filled and signed.

SECTION 1

REPUBLIC OF KENYA



WAJIR COUNTY GOVERNMENT

TENDER NOTICE

TENDER REF. NO. WCG/W/T/320/2015-2016

TENDER NAME: DRILLING, DEVELOPMENT & TEST PUMPING OF LOT 1 BOREHOLES AT QARANRI AND BATALU IN WAJIR NORTH SUB-COUNTY AND QARSAJUQALA IN ELDAS.

Wajir county government is dedicated to finding a lasting solution to water scarcity in the pastoral and rural setting of the county. In this regard it is planning to drill boreholes at **Qaranri and Batalu** in Wajir North Sub-County and Qarsajuqala in Eldas as tabulated below.

Lot	Project Location	Recommended depth	Sub-county
2	QARANRI BATALU QARSAJUQALA	250M 250M 250M	Wajir North Wajir North Eldas

The works will include drilling, casing and capping. Bidders should meet the following conditions

- Registered with ministry of Water and Irrigation as a drilling contractor
- Have Rotary Rigs capable of both air and mud drilling to depth of 350 meters
- Past experience of working in Northern Kenya.
- Have certificate of incorporation as a drilling company.

Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement office, **WAJIR COUNTY HEADQUARTER, ON THE FIRST FLOOR, AIRPORT ROAD during normal working hours from 26th May, 2016**

A complete set of tender documents may be downloaded free of charge from www.wajir.go.ke.

The completed tender document in plain sealed envelope clearly marked “*DRILLING, DEVELOPMENT & TEST PUMPING OF LOT 1 BOREHOLES AT QARANRI AND BATALU IN WAJIR NORTH SUB-COUNTY AND QARSAJURALA IN ELDAS SUB-COUNTY*”.

and reference number should be addressed and sent to:

**COUNTY SECRETARY
WAJIR COUNTY GOVERNMENT
P.O.BOX 9-70200
WAJIR**

Or may be deposited in tender box situated Wajir county government office (east gate), so as to be received on or before **8TH June, 2016 at 10.00 am**. Prices quoted should be net, must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.

The tenders will be opened immediately thereafter in Wajir county conference room in presence of bidders or their representatives who may wish to attend.

The board reserves the right to accept or reject any application in part or whole, and not bound to give reason for its decision.

SECTION 2

INSTRUCTIONS TO BIDDERS

Note: The bidder must comply with the following conditions and instructions. Failure to do so will result in rejection of the bid.

1. GENERAL

DEFINITIONS

- (a). **“Bidder”** means any person or persons, partnership firm or company submitting a sum or sums in the Bills of Quantities in accordance with the Instructions to Bidders, Conditions of Contract Parts I and II, Specifications, Drawings and Bills of Quantities for the work contemplated, acting directly or through a legally appointed representative.
- (b). **“An Eligible Bidder”** means the bidder who has fully fulfilled the eligibility criteria as outlined in this bid document.
- (c). Any noun or adjective derived from the word **“bid”** shall be read and construed to mean the corresponding form of the noun or adjective **“tender”**. Any conjugation of the verb **“bid”** shall be read and construed to mean the corresponding form of the verb **“tender”**
- (d). **“Employer”** means County Government of Wajir.

2. ELIGIBILITY AND QUALIFICATION REQUIREMENTS

2.1. This invitation to bid is open to all bidders who meet the conditions set out in the indent (Invitation to Tender advertisement).

2.2. To be eligible for award of contract, the Bidder shall provide evidence satisfactory to the employer of their eligibility under sub clause 2.1 above and of their capability and adequacy of resources to effectively carry out the subject Contract. To this end, the Bidder shall be required to provide the following information:

(a) The qualifications and experience of key personnel proposed for administration and execution of the Contract, both on site and off site.

(b) Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The bidder will also indicate on this schedule when each item will be available on the Works. Included also should be a schedule of plant, equipment and material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.

(c) Details of sub-contractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of Conditions of Contract Part I (FIDIC).

(d) Copies of original documents defining the constitution or certificate of registration under the company act and license as a driller issued by the Ministry of Water and Irrigation as a proof of the legal status, place of registration, and principal place of business; written power of attorney of the signatory of the bid to commit the Bidder of relevant registrations, financial statements and annual turnover.

(e) A draft Program of Works in the form of a bar chart and Schedule of Payment Which shall form part of the Contract if the tender is accepted. Any change in the Program or Schedule shall be subjected to the approval of the Project Manager.

(f) Details of any current litigation or arbitration proceedings in which the bidder is involved as one of the parties.

(g) Details of experience and past performance of the Bidder on the works of a similar nature within the past three years and details of current work on hand and other contractual commitments.

2.3 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:-

(a). The bid, and in case of a successful bid, the Form of Agreement, shall be signed so as to be legally binding on all partners.

(b). One of the partners shall be nominated as being in charge and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners.

(c). The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.

(d). All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Bid and the Form of Agreement (in case of a successful bidder).

- (e). A copy of the agreement entered into by the joint venture partners shall be submitted with the bid.

3. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4. PRE-BID SITE VISIT

4.1 The bidder is advised to visit and examine the site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the Site shall be the bidder's own responsibility.

4.2 The bidder 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 bidder his personnel or agents, will relieve 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.

4.4 Each bidder shall complete the Certificate of Bidder's site visit, whether he in fact visited the site or not. The certificate will be counter signed by the Project Manager or his appointed representative.

5. BID DOCUMENTS

5.1 The bid documents comprise the documents listed here below and should be read together with any Addenda issued in accordance with Clause 7 of these instructions to bidders.

- a. Form of Invitation to Bidders.
- b. Form of Bid
- c. Appendix to form of Bid.
- d. Instructions to bidders.
- d. Appendix to Instructions to Bidders.
- e. General Conditions of Contract – Part I
- f. Conditions of Particular Application – Part II
- g. Specifications
- h. Bills of Quantities
- i. Equipment Technical data
- j. Bid and Confidential Business Questionnaires
- k. Schedules of Supplementary Information
- l. hydro geological survey reports

5.2 The bidder is expected to examine carefully all instructions, conditions, forms, terms, specifications and hydro-geological reports in the bid documents. Pursuant to clause 23 of Instructions to Bidders, bids which are not substantially responsive to the requirements of the tender documents will be rejected.

5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a bid (whether they submit a bid or not) shall treat the details of the documents as "private and confidential".

5.4

6. CLARIFICATION OF BID DOCUMENTS

6.1 A prospective bidder requiring any clarification of the bid documents may notify the Employer in writing or by telex, cable, facsimile or e-mail at the Employer's mailing address indicated in the Invitation to Bid. The Employer will respond in writing to any request for clarification which he receives earlier than five (5) days prior to the deadline for the submission of bids. Written copies of the Employer's response (including the query but without identifying the source of the inquiry) will be sent to all prospective bidders who invited to bid.

7. AMENDMENT OF BID DOCUMENTS

7.1 At any time prior to the deadline for submission of tenders the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by issuing Addenda.

7.2 Any Addendum will be notified in writing or by cable, telex, facsimile or e-mail to all prospective bidders and will be binding upon them.

7.3 If during the period of bidding, any circular letters (bid notices) shall be issued to bidders by, or on behalf of, the Employer setting forth the interpretation to be placed on a part of the bid documents or to make any change in them, such circular letters will form part of the bid documents and it will be assumed that the bidder has taken account of them in preparing his bid. The bidder must promptly acknowledge (in writing or by cable to the Employer) any circular letters he may receive.

7.4 In order to allow prospective bidders reasonable time in which to take the Addendum into account in preparing their bids, the Employer may, at his discretion, extend the deadline for the submission of bids.

PREPARATION OF BIDS

8. LANGUAGE OF BID

8.1 The bid and all correspondence and documents relating to the bid exchanged between the bidder and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the bidder with the bid may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the bid, the English language shall prevail.

9. DOCUMENTS COMPRISING THE BID

9.1 The bid to be prepared by the bidder shall comprise: the Form of Bid and Appendix thereto, the Priced Bills of Quantities, Schedules, the Drawings the information on eligibility and qualification, and any other materials required to be completed and submitted in accordance with the Instructions to Bidders embodied in these bid documents. The Forms, Bills of Quantities and Schedules provided in the bid documents shall be used without exception [subject to extensions of the schedules in the same format and to the provisions of clause 13.2 regarding the alternative forms of Bid Surety].

10. BID PRICES

10.1 All the insertions made by the bidder shall be made in INK. The relevant space in the Form of Bid and Bills of Quantities shall be completed accordingly without interlineations or erasures except those necessary to correct errors made by the bidder in which case the erasures and interlineations shall be initialed by the person or persons signing the bid.

10.2 A price or rate shall be inserted by the bidder for every item in the Bills of Quantities whether the quantities are stated or not. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.

10.3 The prices and unit rates in the Bills of Quantities are to be the full [all-inclusive] value of the Work described under the items, including all costs and expenses which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the bid is based. All duties, taxes inclusive of input and output V.A.T. and other levies payable by the Contractor under the Contract or for any other cause as of the date 14 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the bidder.

10.4 Each price or unit rate inserted in the Bills of Quantities should be a realistic estimate for completing the activity or activities described under that particular item and the bidder is advised against inserting a price or rate against any item contrary to this instruction.

10.5 Every rate entered in the Bills of Quantities, whether or not such rate be associated with a quantity, shall form part of the Contract. The Employer shall have the right to call for any item of work contained in the Bills of Quantities, and such items of work to be paid for at the rate entered by the bidder and it is the intention of the Employer to take full advantage of unbalanced low rates.

10.6 Unless otherwise specified the bidder must enter the amounts representing 5% of the sub-total of the summary of the Bills of Quantities for Contingencies and Variation of Prices [V.O.P.] payments in the summary sheet and add them to the sub-total to arrive at the bid amount.

10.7 The bidder shall furnish with his bid written confirmation from his suppliers or manufacturers of basic unit rates for the supply of items listed in the Conditions of Contract clause 70 where appropriate. The Employer may require the bidder to justify such rates so obtained from the suppliers or manufacturers.

10.8 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract only in accordance with the provisions of the Conditions of Contract. The bidder shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required under clause 25 of the Conditions of Contract Part II.

11. CURRENCIES OF BID AND PAYMENT

11.1 Bids shall be priced in Kenya Shillings and the bid sum shall be in Kenya Shillings.

11.2 Bidders are required to indicate in the Statement of Foreign Currency requirement, which forms part of the tender, the foreign currency required by them. Such currency should generally be the currency of the country of the bidder's main office. However, if a substantial portion of the bidder's expenditure under the Contract is expected to be in countries other than his country of origin, then he may state a corresponding portion of the contract price in the currency of those other countries. However, the foreign currency element is to be limited to two (2) different currencies and a maximum of 30% (thirty percent) of the Contract Price.

11.3 The rate or rates of exchange used for pricing the bid shall be selling rate or rates of the Central Bank ruling on the date thirty (30) days before the final date for the submission of bids.

11.4 Bidders must enclose with their bids, a brief justification of the foreign currency requirements stated in their bids.

12. BID VALIDITY

12.1 The bid shall remain valid and open for acceptance for a period of ninety (90) days from the specified date of bid opening or from the extended date of bid opening (in accordance with clause 7.4 here above) whichever is the later.

12.2 In exceptional circumstances prior to expiry of the original bid validity period, the Employer may request the bidder for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex or facsimile. A bidder may refuse the request without forfeiting his Bid Surety. A bidder agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Bid Surety correspondingly.

13. BID SURETY

13.1 The bidder shall furnish as part of his bid, a Bid Surety in the amount stated in the Appendix to Instructions to Bidders.

13.2 The unconditional Bid Surety shall be in Kenya Shillings and be in form of a certified cheque, a bank draft, an irrevocable letter of credit or a guarantee from a reputable Bank approved by the Employer located in the Republic of Kenya.

13.3 The format of the Surety shall be in accordance with the sample form of Bid Surety included in these bid documents. Other formats may be permitted Subject to the prior approval of the Employer. The Bid Surety shall be valid for twenty eight (28) days beyond the Bid validity period.

13.4 Any bid not accompanied by an acceptable Bid Surety will be rejected by the Employer as non-responsive.

13.5 The Bid Sureties of unsuccessful bidders will be returned as promptly as possible but not later than twenty eight (28) days after both parties signing the Contract Agreement and after a Performance Security has been furnished by the successful bidder. The Tender Surety of the successful bidder will be returned upon the bidder executing the Contract Agreement and furnishing the required Performance Security.

13.6 The Bid Surety may be forfeited:

(a). If a bidder withdraws his bid during the period of bid validity

OR

(b). In the case of a successful bidder, if he fails, within the specified time limit;

- (i). to sign the Contract Agreement, **OR**
 - (ii). to furnish the necessary Performance Security.
- (c). If a bidder does not accept the correction of his tender price pursuant to clause 24.

14. NO ALTERNATIVE OFFERS

14.1 The bidder shall submit an offer which complies fully with the requirements of the bid documents.

14.2 Only one bid may be submitted by each bidder either by himself or as partner in a joint venture. A bidder who submits or participates in more than one bid will be disqualified.

14.3 The bidder shall not attach any conditions of his own to his tender. The bid price must be based on the bid documents. The bidder is not required to present alternative construction options and he shall use without exception, the Bills of Quantities as provided, with the amendments as notified in bidder notices, if any, for the calculation of his bid price.

- Any bidder who fails to comply with this clause will be disqualified.

15. PRE – BID MEETING

15.1 The bidder's designated representative may be invited to attend a pre-bid meeting, which if convened, will take place at the venue and time in the Invitation to Bid. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

15.2 The bidder is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than five (5) days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:

(a). Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting, will be transmitted without delay to all bidders who were invited to bid. Any modification of the bid documents listed in – Clause 9 which may become necessary as a result of the pre- bid meeting shall be made by the Employer exclusively through the issue of a bid notice pursuant to Clause 7 and not through the minutes of the pre- bid meeting.

(b). Non- attendance at the pre-tender meeting will not be cause for disqualification of a bid.

16. FORMAT FOR SIGNING OF BIDS

16.1 The bidder shall prepare his tender as outlined in clause 9 above and mark appropriately one set “ORIGINAL” and the other “COPY”.

16.2 The copy of the bid and Bills of Quantities shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. Proof of authorization shall be furnished in the form of the written power of attorney which shall accompany the bid. All pages of the bid where amendments have been made shall be initialed by the person or persons signing the bid.

16.3 The complete bid shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

SUBMISSION OF BIDS

17. SEALING AND MARKING OF BIDS

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

17.2 The inner and outer envelopes shall be addressed to the Employer at the address stated in the Appendix to Instructions to Bidders and bear the name and identification of the Contract stated in the said Appendix with a warning not to open before the date and time for opening of bids stated in the said Appendix.

17.3 The inner envelopes shall each be indicated the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late”, while the outer envelope shall bear no mark indicating the identity of the bidder.

17.4 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the bid. A bid opened prematurely for this cause will be rejected by the Employer and returned to the bidder.

18. DEADLINE FOR SUBMISSION OF BIDS

18.1 Bids must be received by the Employer at the address specified in clause 17.2 and on the date and time specified in the Letter of Invitation, subject to the provisions of clause 7.4, 18.2 and 18.3.

Bids delivered by hand must be placed in the “Tender box”, as stated in the “Form of Invitation to Bid” provided in the office of the Employer.

Proof of posting will not be accepted as proof of delivery and any bid delivered after the above stipulated time, from whatever cause arising will not be considered.

18.2 The Employer may, at his discretion, extend the deadline for the submission of bids through the issue of an Addendum in accordance with clause 7, in which case all rights and obligations of the Employer and the bids previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

18.3 Any bid received by the Employer after the prescribed deadline for submission of bid will be returned unopened to the bidder.

19. MODIFICATION AND WITHDRAWAL OF BIDS

19.1 The bidder may modify or withdraw his bid after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to prescribe deadline for submission of bids.

19.2 The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of bids, with the inner and outer envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.

19.3 No bid may be modified subsequent to the deadline for submission of bids.

19.4 No bid may be withdrawn in the interval between the dead line for submission of bids and the period of bid validity specified on the bid form. Withdrawal of a bid during this interval will result in the forfeiture of the Bid Surety.

19.5 Subsequent to the expiration of the period of bid validity prescribed by the Employer, and the bidder having not been notified by the Employer of the award of the Contract or the bidder does not intend to conform with the request of the Employer to extend the tender validity, the bidder may withdraw his bid without risk of forfeiture of the Bid Surety.

BID OPENING AND EVALUATION

20. BID OPENING

20.1 The Employer will open the bids in the presence of the bidders' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Bidders. The bidders' representatives who are present shall sign a register evidencing their attendance.

20.2 Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause 19, will not be opened. The Employer will examine the bids to determine whether they are complete, whether the requisite Bid Sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

20.3 At the bid opening, the Employer will announce the bidder's names, total bid price, bid price modifications and bid withdrawals, if any, the presence of the requisite Bid Surety and such other details as the Employer, at his discretion, may consider appropriate. No bid shall be rejected at the bid opening except for late bids.

20.4 The Employer shall prepare minutes of the bid opening including the information disclosed to those present.

20.5 Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

21. PROCESS TO BE CONFIDENTIAL

21.1 After the public opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of Contract shall not be disclosed to bidders or other persons not officially concerned with such process until the award of Contract is announced.

21.2 Any effort by a bidder to influence the Employer in the process of examination, evaluation and comparison of bids and decisions concerning award of Contract may result in the rejection of the bidder's bid.

22. CLARIFICATION OF BIDS

22.1 To assist in the examination, evaluation and comparison of bids, the Employer may ask bidders individually for clarification of their bids, including breakdown of unit prices. The request for clarification and the response shall be in writing or by cable, facsimile or telex, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the employer during the evaluation of the bids in accordance with clause 24.

22.2 No bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, he shall do so in writing.

23. DETERMINATION OF RESPONSIVENESS

23.1 Prior to the detailed evaluation of bids the Employer will determine whether each bid is substantially responsive to the requirements of the bid documents.

23.2 For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bid documents without material deviation or reservation and has a valid Bid Surety Bank Guarantee. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the bidder under the Contract, or which limits in any substantial way, inconsistent with the bid documents, the Employer's rights or the bidder's obligations under the Contract and the rectification of which would affect unfairly the competitive position of other bidders who have presented substantially responsive bids.

23.3 Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Should a bid be seriously unbalanced in relation to the Employer's estimate of the works to be performed under any item or groups of items, the bid shall be deemed not responsive.

23.4 A bid determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the bidder by correction of the non-conforming deviation or reservation.

24. CORRECTION OF ERRORS

24.1 Bids determined to be substantially responsive shall be checked by the Employer for any arithmetic errors in the computations and summations. Errors will be corrected by the Employer as follows:

(a). Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.

(b). Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error.

(c). In the event of a discrepancy between the bid amount as stated in the Form of Bid and the corrected bid figure in the main summary of the Bills of Quantities, the amount as stated in the Form of Bid shall prevail.

(d). The Error Correction Factor shall be computed by expressing the difference between the bid amount and the corrected bid sum as a percentage of the corrected contracts works (i.e. corrected bid sum less P.C. and Provisional Sums).

(e). The Error Correction Factor shall be applied to all contract works (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuations of variations.

(f). The amount stated in the bid will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, the bid may be rejected and the Bid Security may be forfeited in accordance with clause 13.

25. CONVERSION OF SINGLE CURRENCY

25.1 For compensation of bids, the bid price shall first be broken down into the respective amounts payable in various currencies by using the selling rate or rates of the Central Bank of Kenya ruling on the date twenty eight (28) days before the final date for the submission of bids.

25.2 The Employer will convert the amounts in various currencies in which the bid is payable (excluding provisional sums but including Day works where priced competitively) to Kenya Shillings at the selling rates stated in clause 25.1.

26. EVALUATION AND COMPARISON OF BIDS

26.1 The Employer will evaluate only bids determined to be substantially responsive to the requirements of the bid documents in accordance with clause 23.

26.2 In evaluating bids, the Employer will determine for each bid the evaluated bid price by adjusting the bid price as follows;

(a). Making any correction for errors pursuant to clause 24.

(b). Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.

26.3 The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the bid documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account bid evaluation.

26.4 Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in bid evaluation.

26.5 If the lowest evaluated bid is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful bidder under the Contract.

26.7 EVALUATION CRITERIA

In carrying out the evaluation, the following factors will be considered;

[a] Performance of the equipment and machinery.

[b] Quality of the equipment and machinery.

[c] Capacity and experience of the bidder.

[d] The contract sum

[e] The project completion period.

PRELIMINARY EVALUATION (MANDARORY REQUIREMENT)

	Requirements	Score	
1.	Certified copy of Registration/Incorporation	Mandatory	
2.	Certified copy of Valid Tax Compliance Certificate/Exemption Certificate	Mandatory	
3.	Current year single business Permit by the Wajir County or any other valid single business permit from other counties.	Mandatory	
4.	Wajir County Revenue Receipt	Mandatory	
5.	NCA water works category 6 and above	Mandatory	
6.	Bid bond 2% of the amount quoted	Mandatory	

The Bidders should also meet the Eligibility to Bid and Must Be

- a) the person has the legal capacity to enter into a Contract for procurement of these Boreholes
- b) Not insolvent, in receivership, Bankrupt or in the process of being wound up;
- c) Have fulfilled tax obligations

B: Technical Evaluation.

	Requirements	Score	
1.	Duly filled tender documents (Confidential Business questionnaire)	10	
2.	Machinery and equipment		
	i. Minimum one truck and provide copy of log book	10	
3.	Supervisory personnel		
	i. University degree	10	
	ii. Professional/Diploma	7	
	iii. Certificate	4	
4.	CR 12	5	
5.	Relevant past Experience		
	Provide names of three clients (Organizations)		
	i. First Client Organization (Attach Documentary Evidence)	3	
	ii. Second Client Organization (Attach Documentary Evidence)	3	
	iii. Third Client Organization (Attach Documentary Evidence)	3	
6.	Company profile and organizational Chart	10	
7.	Clearly marked tender top page	5	
8.	Provide two copies of tender document (BQ)	5	
9.	Required Pass Mark	50/75	

	TOTAL TECHNICAL EVALUATION	75	
	Financial Responsiveness		
	a. Firms audited accounts for 2 years		
	i. 2013/14 (attach proof)	10	
	ii. 2014/15 (attach proof)	10	
	TOTAL FINANCIAL EVALUATION	20	

Note:

- Mandatory requirements are **MUST** failure to which the applicant will be disqualified.
- The minimum pass mark to qualify shall be **60**. Applicants who will not meet this minimum pass mark shall be disqualified at this stage.

AWARD OF CONTRACT

27. AWARD

27.1 Subject to Sub-clause 27.2, the Employer will award the Contract to the bidder whose bid is determined to be substantially responsive to the bid documents and who has offered the lowest evaluated bid price subject to possessing the capability and resources to effectively carry out the Contract Works as required in Sub-clause 2.1 and 2.2 here above.

27.2 The Employer reserves the right to accept or reject any bid, annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action.

28. NOTIFICATION OF AWARD

28.1 Prior to the expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by cable, tele fax or telex and confirmed in writing by registered letter that his bid has been accepted or hand delivered registered on a delivery note. This letter (hereinafter and in all Contract documents called "Letter of Acceptance") shall name the Sum (hereinafter and in all Contract documents called "the Contract Price") which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.

28.2 Notification of award will constitute the formation of the Contract.

28.3 Upon the furnishing of a Performance Security by the successful bidder, the unsuccessful bidders will promptly be notified by the Employer in writing or by cable that their bids have been unsuccessful.

28.4 Within Fourteen [14] days of receipt of the Form of Contract Agreement from the Employer, the successful bidder shall sign the Form of Contract Agreement and return it to the Employer together with the required Performance Security.

29. PERFORMANCE GUARANTEE

29.1 Within seven [7] days of receipt of the notification of award from the Employer, the successful bidder shall furnish the Employer with a Performance Security in the amount stated in the Appendix to Instructions to Bidders and in the format stipulated in the Conditions of Contract.

29.2 The Performance Security to be provided by the successful bidder shall be an unconditional Bank Guarantee issued at the bidder's option by a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two elements namely, a performance security payable in foreign currencies

(based upon the exchange rates determined in accordance with clause 70 of the Conditions of Contract) and a Performance Security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirement

29.3 Failure of the successful bidder to submit the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Bid Security and any other remedy under the Contract. The Employer may award the Contract to the next ranked bidder.

30. TERMS OF PAYMENT

30.1. ADVANCE PAYMENT

No advance payment shall be granted.

31 CORRUPT AND FRAUDULENT PRACTICES

Any efforts by the bidder to influence the procurement entity in its decision on bid evaluation, bid comparison or contract award will result in the rejection of the bidder's offer. The procurement entity therefore requires that bidders observe the highest standards of ethics during the procurement process and execution of the contract. In pursuance of policy, the procurement entity;

(a). Defines, for the purposes of this provision, the terms set forth below as follows

(i) **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

(ii). **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or execution of a contract to the detriment of the procurement entity and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the procurement entity of the benefits of free and open competition.

(b). Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c). Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing or in executing a contract.

APPENDIX TO INSTRUCTIONS TO BIDDERS

CLAUSE

13 BID SURETY

13.1 Add to the Clause 13.1 “Amount of Bid Surety shall be 5% of the Bid price in the form of Tender Security or a banker’s Cheque, from a reputable Commercial Bank, to **WAJIR COUNTY REVENUE ACCOUNT.**”

17.2 (i) The name and address of the Employer for the purposes of submission of tenders is: WAJIR COUNTY GOVERNMENT P.O. BOX 9-70200, WAJIR. The Bids shall be deposited in the box marked “Tender Box” situated at Wajir county government office (east gate).

(ii). The name of the proposed Works and the Contract Number is;

TENDER REF NO. WCG/T/320/2015-2016

LOT NO	Project Location	Recommended Depth	Sub-county
2	QARANRI BATALU QARSAJUQALA	250M 250M 250M	Wajir North Wajir North Eldas

18.1 The bid opening date and time are; on the 8TH June, 2016 at 10.30a.m.

30. TERMS OF PAYMENT

There will be no advance payment.

First payment certificate shall be presented for payment only after successful completion of at least one borehole upto and including drilling to the required depth, casing, gravel packing and development ready for test pumping. Unless otherwise stated, 10% retention money and 16% VAT shall be deducted from the payment.

5% retention money shall be released after rectification of the defects noted during site meeting at which the project was declared substantially complete.

30.4 The last 5% retention money shall be released at the end of the Defects Liability Period.

CONDITIONS OF CONTRACT
CONDITIONS OF PARTICULAR APPLICATION

GENERAL

The Conditions of Contract Part II – Conditions of Particular Application, modify and compliment like-numbered clauses in the Conditions of Contract Part I – General Conditions. Both Parts shall be read together, with the Conditions of Particular Application prevailing in case of conflict or discrepancy. Clauses of the General Conditions not specifically modified and supplemented shall remain in effect.

CLAUSE No.

DEFINITIONS AND INTERPRITATIONS

In this contract document, except where the context otherwise requires, the following terms and expressions shall have the following meanings:

1.1 (a) (i) “Employer”

WAJIR COUNTY GOVERNMENT,
P.O. BOX 9-70200,
WAJIR

•

(iv) “Project Manager”

DEPARTMENT OF WATER,
P.O. BOX 41-70200,
WAJIR

•

“Employer’s Representative” Shall be appointed by and be responsible to the **Project Manager** and shall only carry out such duties and exercise such authority as may be delegated by **The Project Manager**

b (i) Insert in line 2 after “ the bills of quantities”, the following words “ the rates entered by the Contractor (whether or not such rate be employed in computation of the Contract Price)”.

Add the following sub-clause;

Project Manager’s Duties and Authority

2.1 (b). The Project Manager shall obtain specific approval of the Employer before taking any of the following actions specified in Part I:

- (i). Consenting to the sub-letting of any part of the Works under Clause 4.
- (ii). Certifying additional cost determined under Clause 12.
- (iii). Determining an extension of time under Clause 44.

- (iv). Issuing a variation under Clause 51 except in an emergency situation as reasonably determined by the Project Manager.
- (v). Fixing rates or prices under clause 52

CONTRACT DOCUMENTS

5.1 (a) The language governing this Contract shall be English. Communication between the Contractor and Project Manager or Project Manager's Representative shall be in English.

5.1 (b) The Contract shall in all respects be construed in accordance with and subject to the Laws of Kenya.

5.2 PRIORITY OF CONTRACT DOCUMENTS

Delete the documents listed 1-6 in sub-clause 5.2 of Part I and substitute with the following:

- 1) The Contract Agreement.
- 2) Letters of Acceptance.
- 3) The said Bid and Appendices thereto.
- 4) The Conditions of Contract Part II.
- 5) The Conditions of Contract Part I (FIDIC).
- 6) Specifications.
- 9) The Hydro-geological survey reports;
- 10) The priced Bills of Quantities
- 11) Schedules and other documents forming part of the Contract.

GENERAL OBLIGATIONS

8.1 CONTRACTOR'S GENERAL RESPONSIBILITIES

Substitute the first sentence of the sub-clause with the following: "The Contractor shall with due care and diligence execute and complete the Works and remedy any defects therein in accordance with the provisions of the contract".

14.1 PROGRAMME TO BE SUBMITTED

The Contractor shall submit to the Project Manager for approval within Seven (7) days after receiving the Project Manager's Letter to Commence Work, **4 copies** of a detailed Works Programme. The work programme shall be arranged in the form of a Time-Bar chart OR schedule.

14.5 FAILURE TO PROVIDE THE WORKS PROGRAMME OR REVISION THEREOF

If the Contractor fails to submit a satisfactory works programme or revisions thereof within even (7) days after such a programme or revision thereof is due in accordance with clause **14.1**, the Project Manager shall **withhold certification** of any payment until when the programme or revision thereof is submitted.

20.4 EMPLOYER'S RISKS

- (h) Delete the whole of sub-clause (h).

22.1 DAMAGE TO PERSONS AND PROPERTY

- (b) Delete the words - "subject to the exceptions defined in sub-clause 22.2", then insert a full stop thereafter.

36.1 QUALITY OF MATERIALS, PLANT/EQUIPMENT AND WORKMANSHIP

After the last sentence, insert the following paragraph;

" All materials, equipment, etc to be used in the execution of the work by the Contractor in this contract shall conform to the requirements of the latest Kenya Bureau of Standard (KEBS), International Standards Organization (ISO), British Standards Specifications (BSS), or other approved standards applicable in Kenya unless otherwise specifically stated".

The materials and workmanship shall be of the best of their respective and shall be to the approval of the Project Manager.

Should any material/equipment which are in the judgment of the Project Manager unsound, or of inferior quality or in any way unsuited for the works in which it is proposed for use, such material/equipment shall not be used upon the works and shall forthwith be removed from the site and replaced with the proper quality items to the approval of the Project Manager, **all at the expense of the contractor.**

The contractor shall remove and reconstruct **at his own expense** any portion of the works which gives evidence of any defects or injury which may effect the strength of durability of the works or the performance of the system.

48.1 TAKE OVER OF THE WORKS

The contract work shall be considered satisfactorily complete and ready for handing over to the Employer only when the contract work and supporting services have been tested and operational to the satisfaction of the Project Manager

49.1 DEFECTS LIABILITY PERIOD

Delete the sub-clause and replace with the following words;

The Defects Liability Period shall be Six (6) months.

The Defects Liability Period shall start after issuance of Substantial Completion or Take-Over Certificate. During this period, the contractor shall make good all the defects communicated to him/her in writing by the Project Manager within Thirty (30) days after the system hand over, and thereof during this period.

SECTION 4

TECHNICAL SPECIFICATIONS

1. BOREHOLE DRILLING

1.1 GENERAL

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Project Manager's prior review and written consent.

This contract comprises the drilling, construction, development; test pumping, water quality analysis and erection of a gantry. The drill sites are indicated in the zone allocation list.

1.2 REGULATIONS AND STANDARDS

The borehole shall be drilled at the site to be identified by the Project Manager. Each borehole shall be drilled to a depth specified in the hydro-geological survey report. It shall be drilled through all strata encountered.

The Employer will acquire the relevant permits and Government authorizations.

1.2 MOBILIZATION, DEMOBILIZATION AND RESTITUTION

1.2.1 The Contractor shall mobilize to the site in accordance with the Agreed Programme. The sum for mobilization/demobilization shall include transportation of machinery, erection, dismantling and preparation of temporary camps as the Contractor deems necessary, provision of drilling and development fluids (bentonite, foam, and water), water for camping, personnel sanitary facilities.

1.2.2 The Contractor shall minimize disturbance to neighboring plots. This shall particularly include ensuring that bailed fines and pumped test water are discharged in a manner that does not create a nuisance either to the public or private property.

1.2.3 Site re-instatement under the conditions of contract shall include the removal of all hydrocarbons spilled, leaked or otherwise released and associated packaging and cotton waste. Site re-instatement is deemed an integral part of mobilization. This activity shall be costed taking into account the items above and expressed as a lump sum.

1.3. DRILLING

1.3.1 Unless otherwise approved by the Project Manager, drilling shall be by the air hammer method, by flush rotary drilling or by the percussion method. Drilling shall continue through all strata encountered. Drilling fluids

and additives used must be approved by the Project Manager prior to use. The Contractor shall provide the appropriate tools and equipment and maintain them in good condition capable of operating to the manufacturer's rating to ensure a smooth, a smooth, straight hole.

1.3.2 Drilling shall continue to the stipulated total depth at a minimum diameter of 205mm (8 inches) to provide for a finished borehole of a cased internal diameter of 152mm after allowing for 50mm thick gravel pack and temporary casings as found necessary. The Project Manager reserves the right to stop drilling operation if he considers that further drilling is unlikely to be advantageous. In this event payment shall only be made for the amount of work actually executed.

1.3.3 All materials used in the borehole construction other than temporary works shall comply with the relevant standard specifications. A tolerance in dimensions will be permitted provided that the material quality is not inferior to specification and work is in no way impaired.

1.3.4 The boreholes shall be drilled straight and vertical.

1.4 SAMPLE COLLECTION, STORAGE AND RECORD KEEPING

1.4.1 Samples of the drill cuttings returned to the surface shall be collected at two (2) metre intervals, dried and bagged. Each bag shall be clearly marked with the sample depth interval and borehole number. The Contractor shall record the depth and any zone of lost circulation for which no sample was taken.

1.4.2 The Contractor shall maintain a log of the penetration rate on a metre by metre basis, in minutes per meter drilled. A stopwatch shall be used for this purpose so that only the net drilling time is recorded, excluding any time taken in drilling disruptions.

1.4.3 The depth of any voids, or of particular rapid penetration, or significant changes in rig noise shall also be noted.

1.4.4 Water level shall be measured and recorded at the start and end of every shift, after significant breaks in activity (such as meal breaks), and during periods of plant downtime (as appropriate). The water levels shall be measured using a sounding and/or lighting dipper approved for use by the Project Manager.

1.5 SUPPLY AND INSTALLATION OF CASINGS AND SCREENS

1.5.1 CASING AND SCREEN SPECIFICATIONS

a). Casings shall be new, 152mm (6 inches) internal diameter, black pipe class B, with a minimum wall thickness of 4.0mm in 6 meter lengths.

b). Mill slotted screens shall be constructed from new 152mm internal diameter black pipe class B with a minimum wall thickness of 4.0mm. Slots shall not exceed 1.0 mm in width, and should constitute not less than 6.0% open space area. Gas slotted casing screens are not acceptable.

1.5.2 CASINGS AND SCREEN INSTALLATION

a). Before installation of the casings and screens, the Contractor shall ensure that the hole is clear to the total depth and shall flush out any backfilled materials present. The Project Manager shall provide the design of the casings and screens string prior to installation by the Contractor.

b). Casing jointing shall be by either flush square-section threading or tree pass electric arc welding. Screens may be welded to casing, or screw-jointed by means of flush square-section threads. Externally socket joints may be welded to the casing, or screw-jointed by means of flush square-section threads. Externally socketed joints will not be accepted. Where screwed joints are deemed by the Project Manager to be below standard, joint shoulders shall be spot welded at 900mm interval around the casing circumference at no extra cost. If screens and casing are to be welded, the appropriate welding electrode must be used.

c). During welding, casing and screen lengths must be held absolutely vertical in order to ensure a plumb installation. All joints to be welded must be beveled at the butt end; three continuous weld passes must be made to ensure a sound joint and the oxide coating be removed before the second and third passes.

d). Burn-through and subsequent deposition of metal on the inside of the casings and screens must be avoided. The base of the casing shall be sealed, unless otherwise directed by the Project Manager, with a circular plate of black pipe class B of thickness not less than 4.0mm (¹/₄ inch) fixed with a continuous weld to the casing strip. The appropriate welding electrode shall be used. The weld passes will be made, with oxide coating removed prior to the second and third passes. The top of the casing straight shall terminate not less than 600mm above the highest recorded level of ground at the site.

e). The contractor shall be responsible for the provision of temporary casings as necessary, including the insertion and removal. Where the Project Manager deems it necessary to have temporary casings left in the borehole as a measure of securing the borehole, this will be indicated in the item for other works in the bill of quantity.

1.5.3 ADMISSIBLE RATES

a). Rates shall be expressed as supply and installation of casing or screen per Unit Linear Metre.

1.6 SUPPLY AND INSTALLATION OF GRAVEL PACK

1.6.1 SPECIFICATIONS

a). The Contractor shall supply and install filter pack/formation stabilizer. The material shall be 2-4 mm diameter, clean well rounded riverbed siliceous gravel with no more than 5.0% non-siliceous material. The pack must be approved by the Project Manager prior to installation. Granular calcium hypochlorite will be introduced into the annular space along the pack material at a concentration of 500 grammes per cubic metre of pack.

The gravel pack shall be placed in the production boreholes to a thickness of 50mm around the casing upto where all screen zones are covered with the gravel as per the Project Manager's satisfaction.

This will initiate the process of sterilizing the wellbore. The Contractor shall provide the Project Manager with the bulk density of the pack material (Kg/M³).

b). Installation of the filter pack/formation stabilizer may be water wash down or reverse circulation methods. In the latter case a pump set or airlift string shall be installed in the bore so as to encourage material settlement. The filter pack shall terminate not less than 3.0 metres above the uppermost screen when stabilized, or as otherwise directed by the Project Manager. The Contractor shall provide a means by which this level shall be measured.

1.6.2 ADMISSIBLE RATES

Rates shall be expressed as supply and installation of gravel pack per Unit Cubic Metre.

1.7 INSTALLATION OF BACKFILL

1.7.1 SPECIFICATIONS

a). Backfill material shall comprise of fine clayey drill cuttings and shall be installed from the top of the filter pack to 3.0 metres below ground level unless otherwise directed by the Project Manager. The installation method must ensure that no bridging occurs within the annular space.

b). The Contractor shall measure the depth to the top of the backfill and provide the means by which this level may be measured.

1.7.2 ADMISSIBLE RATES

Rates shall be expressed as installation of backfill per Unit Linear Metre.

1.8 DEVELOPMENT

Development shall comprise both Physical and Chemical development, and shall include the following operations:-

1.8.1 BOREHOLE CLEANING

a). The Contractor shall clean the borehole to its “completed depth” using any of the methods listed below or as otherwise authorized by the Project Manager:-

- By bailer with percussion drilling rig
- By means of airlift, which may use light or stable foam to assist in the removal of materials from the borehole.
- By means of educator airlift, with or without light or stable foam.

b). Bailers and other down hole plant shall adopt diameter limits of half a normal size or smaller (12.5mm or ½ inch) than the smallest casing or screen diameter.

c). Water levels shall be measured and recorded at the start and end of every shift, at significant breaks in activity (such as meal breaks), and during periods of plant downtime (as appropriate). Water levels be measured using a sounding and/or lighting dipper previously approved by the Project Manager.

d). The borehole shall be deemed clean when measured drilled depth has been reached and when insignificant or no materials is removed from the base of the borehole. Cleaning costs shall be expressed as a rate Per Hour.

1.8.2 CHEMICAL DEVELOPMENT

a). When the Project Manager has deemed the borehole clean; he may instruct the Contractor to commence with Chemical development. Chemical development shall comprise of an approved Polyphosphate as a desaggregate that shall break down the silty concentrations, any buildup clay or silts, or other fine materials within and adjacent to the borehole. The decision as whether chemical development shall be adopted and what dosage rates shall be made by the Project Manager.

b). Typical dosage shall comprise of powdered Sodium Hexametaphosphate dissolve in hot water. The polyphosphate shall be dosed at 10 to 15 Kg/m³ of water depending on the concentration of clays in the aquifer matrix. This shall be mixed with calcium hypochlorite at a dose of 200grammes per cubic metre to inhibit bacteria activity. The volume of polyphosphate dosed water shall be one and a half times the Volume of water within the screen section.

c). Both polyphosphate and added water shall be introduced by means of a pipe, the bottom end of that shall be located in the middle of the screen section of the borehole. The Contractor may get the liquids into the screened section using a jetting head if he wishes.

d). After dosing, the borehole shall be left overnight to allow disaggregation to occur. The borehole shall then be subject to physical development.

e). Chemical development costs shall be expressed as an Hour rate, and include all labour and materials (including clean water) required for the operation. Chemical development undertaken by a Contractor familiar with the technique shall take no longer than three (3) hours.

1.8.3 PHYSICAL DEVELOPMENT

a). Physical development may adopt any of the commonly used methods, including but not necessarily restricted to the following:-

- Surging
- Bailing
- High Velocity Water Jetting
- Airlift raw hiding
- Airlift raw hiding with educator pipe.

b). Development shall be considered complete when the water discharged is clear and contains no more than an estimated 5 parts per million of suspended solids and the borehole has been restored to the cleaned total depth or as otherwise directed by the Project Manager.

c) The Contractor shall describe the method he proposes to adopt and the plant required for physical development in his method statement. **Over pumping** shall not be considered a development method. The rate submitted by the Contractor for physical development is deemed to include installation and removal of necessary plant. The quantities given in the bills of quantities only apply to actual development time. Costs for physical development shall be expressed as an Hour Rate.

1.9 AQUIFER TESTING

Borehole testing will be conducted according to British Standard BS 6316 (1992) (Code of Practice for Test Pumping of Water Wells). The following elements are required.

- A pre-test
- A step drawdown test
- A constant discharge test
- A recovery test

1.9.1 INSTALLATION, PLANT AND METHODOLOGY

Pumping plant and dipping tube shall be installed in the borehole to be tested. The Contractor shall investigate and agree with the Project Manager the anticipated discharge and pump intake depth.

a) PUMPING PLANT

- i) Pumps used for test pumping should be electrical submersible.
- ii) The pump used in tests must have a fully functioning **non-return valve** either in the pump itself or in the rising main immediately above the top of the pump.
- iii) The Contractor must have pumps covering the anticipated discharge range.
- iv) The water pumped from the borehole shall be discharged to waste at a distance and in such a manner that it does not pond or flow back towards the borehole.
- v) The Contractor must provide a generator or other prime mover for powering the pump, as power is not necessarily available at the sites.

b) DISCHARGE MEASUREMENT AND CONTROL

Discharge measurements shall be by an approved accurate method, such as an Orifice Plate, calibrated flow meter or a V-notch weir. If volumetric methods are proposed, the Contractor will ensure the container to be used has been calibrated. When time to fill measurements is made, each discharge measurement shall be calculated from the average of three time measurements. Discharge shall vary by no more than 15% across each step of step drawdown test, and across the constant discharge test.

c) WATER LEVEL MEASUREMENT

Water level measurements shall be by electric sounding and/or lighting dipper, and shall be made in a dipper tube installed alongside the test pump rising main and tied securely to it. The Project Manager will check the dipper for stretch and any other inaccuracies prior to accepting its use. Accuracy measurements must not be less than 1.0 cm. Water level measurements using an air line will not be acceptable on the grounds of poor precision.

d) **TIME MEASUREMENT**

All times shall be measured by means of a stopwatch. The Contractor shall ensure that spare batteries etc for all equipment are available prior to commencing tests.

i) **CONSTANT DISCHARGE TEST**

Constant discharge test shall typically last not less than twenty four (24) hours, or as otherwise determined by the Project Manager. A water sample will be procured towards the end of the test for subsequent analysis by a competent laboratory.

ii) **RECOVERY TEST AND REMOVAL OF PLANT**

Recovery tests shall not continue for more than twenty four (24) hours, or as otherwise directed by the Project Manager. Only after the completion of recovery data collection may pumping and ancillary plant be removed from the borehole, though above ground components may be dismantled during the recovering phase.

iii) **ADMISSIBLE RATES**

Rates of pumping and recovery are deemed to include the cost of plant installation and removal. The rates are deemed inclusive of installation, removal, plant use, testing and data collection.

1.10 WATER SAMPLING AND ANALYSIS

- In the closing hour of the constant discharge test a water sample shall be collected for chemical and bacteriological analysis by a competent laboratory. The water samples shall be collected in containers supplied by the laboratory, in the manner conventionally used by the laboratory.
- The Contractor's unit rate of sampling and analysis will include the cost of analysis and transportation to and from the laboratory for the sampling exercise.

1.11 BOREHOLE DISINFECTION

After removal of test equipment, the borehole shall be disinfected with Chlorine/water solution at a concentration of 50 milligrams per litre or greater of free chlorine. This will be sprayed into the borehole so as to ensure that all exposed borehole wall surfaces are coated. In preparing their Tenders, Contractors should allow for one (1) cubic metre of solution per borehole. This item shall be costed as a unit Lump Sum

1.12 BOREHOLE HEAD WORKS

a) **SANITARY SEAL CASING**

A sanitary seal shall be constructed at the wellhead. This shall comprise the following elements:

- A 3.2 metre length of internal diameter 205 mm (8 inch) plain black pipe class B sanitary steel casing installed around the permanent casing string.
- A grout seal between the 254mm sanitary seal casing and the 152 mm

permanent casing string.

- A 1.0x1.0x1.0 metre reinforced concrete block (Y8/1:2:4) cast around the Sanitary seal casings.
- A lockable steel cap.

b). **GROUT SEAL**

A sanitary ground seal shall be installed between the 152 mm (6 inch) and 205 mm (8 inch) casings and grouted into place. Grout shall be a cement slurry, or cement and fine sand and shall have a density of at least 1175 Kg/lt. This shall be introduced into the annular space from the top of the inert backfill to the ground level, using a method that must be approved by the Project Manager.

c) **CONCRETE PLINTH**

The ground surface at the wellhead shall be excavated to a depth of one (1) metre, and be one metre square, to allow s Concrete Plinth to be cast. The 1.0x1.0x1.0 metre pit will be filled with concrete, to be finished flush with the ground surface. Concrete shall be 1:2:4 OPC: sand: half-inch ballast. This must be cast with two 0.8 metre lengths of 12 mm reinforcing steel bar welded to the 205 mm (8 inch) casing, 0.7 metre below ground level.

d). **TEMPORARY CAP**

The top of the borehole shall be sealed with a cap that shall comprise a round plate of mild steel, of thickness not less than 3.0mm. This will be continuously welded in single pass to the mild steel borehole casing or should be lockable.

1.13 RECORDS

After completion of all works at the borehole, the Contractor shall submit to the Project Manager within four (4) days a complete document with the following additions:-

- Drilling penetration Log
- Geological Log
- WAB 28 Borehole Completion Record (Three Complete Sets of Completion Reports shall be submitted.

1.14 TECHNICAL LITERATURE

a) A Tenderer **must** submit the following information together with the Tender documents to assist in fair evaluation:-

- Technical specifications on drilling rig and other ancillary equipment (make, model, rated capacity etc)
- Particulars and specifications of materials used in the construction of the borehole.
- Any other information the tenderer may deem is important in evaluation as well as BOOSTING his/her chances of winning the tender.

SECTION 5

BILLS OF QUANTITIES

PREAMBLE TO BILLS OF QUANTITIES

1. The Bills of Quantities is an integral part of the Bidding documents and must be read in conjunction with the rest of the document contents.
2. The brief descriptions of works under the items in the Bill of Quantities are purely for the purpose of identification only, and shall in no way modify or supersede the descriptions given under the sections of the document.
3. The rates and prices inserted by the Bidder in the Bill of Quantities are to be full inclusive of the work described under the items and shall cover all overhead charges, incidentals, contingency expenses and profits.
4. The words "TAKE CUSTODY" shall be taken to mean delivery, unloading, stocking, getting from the store, transporting, unloading, getting into position for fixing all the materials concerned and all other contingency expenses.
5. Where dimensions are entered:-
 - mm - means millimetres
 - RM - means Running Metre
 - L - means Length
 - W - means Width
 - LS - means Lump Sum.
 - LM - means Linear Metre
6. Provisional sums (including Dayworks in the bill of Quantities shall be expended in whole or in part at the discretion of the engineer in accordance with Sub-clause 52.4 and clause 58 of the conditions of Contract.

TENDER REF NO: WCG/T/320/2015-2016
DRILLING, DEVELOPMENT & TEST PUMPING OF LOT 1 BOREHOLES AT QARANRI AND
BATALU IN WAJIR NORTH SUB-COUNTY AND QARSAJUQALA IN ELDAS SUB-COUNTY.

LOT 1:A1: BILLS OF QUANTITIES FOR DRILLING, DEVELOPMENT AND TEST PUMPING OF BOREHOLE AT
QARANRI: 250M

No.	Item description	Unit	Qty	Rate (KES)	Amount (KES)
A1.1	Allow for environmental impact assessment and submission of the same to NEMA and department of Water Services.	Ls	1		
A1.2	Mobilization, transportation of machinery and personnel, erection of camps and sanitary facilities and demobilization zone.	Ls	1		
A1.3	Erection and dismantling of drilling equipment and allied machinery at site including drilling of borehole of 254mm minimum diameter through all types of strata between 100 meters below the ground level.	M	100		
A1.4	Ditto item A1.2 but between 100meters and 200meters below ground level.	M	100		
A1.5	Ditto item A1.2 but between 200 and 250M below the ground level.	M	50		
A1.6	Supply and install 205mm internal diameter plain steel casings in the borehole.	M	150		
A1.7	Supply and installation of 205mm internal diameter slotted steel borehole casings.	M	100		
A1.8	Allow for taking samples of borehole drill cuttings at 2 meter intervals.	LS	1		
A1.9	Supply and insert rounded 2-4mm diameter gravel pack.	Ton	12		
A1.10	Grout between the casing and the borehole for the top ten (10) meters.	LS	1		
A1.11	Allow for physical and chemical development of the borehole.	Hr	12		
A1.12	Undertake constant discharge borehole test pumping.	Hr	24		
A1.13	Undertake recovery water level observations.	LS	1		
A1.14	Allow for 15 liters water sample laboratory analysis and submission of borehole completion record.	Ls	1		
A1.15	Install wellhead, serial number, cap the well and construct 1x1x1m slab around the well.	Ls	1		
A1.16	Supply water and drilling fluids for drilling operations and field camp.	Ls	1		
A1.17	Obtain water abstraction permit (from WARMA) and borehole registration number from Ministry of Water Headquarters (Maji House).	LS	1		

	SUBTOTAL-1	
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**LOT1:A2: BILL OF QUANTITIES FOR DRILLING, DEVELOPMENT AND TEST PUMPING OF BOREHOLE AT BATALU:
250M**

No.	Item description	Unit	Qty	Rate (KES)	Amount (KES)
A2.1	Allow for environmental impact assessment and submission of the same to NEMA and department of Water Services.	Ls	1		
A2.2	Mobilization, transportation of machinery and personnel, erection of camps and sanitary facilities and demobilization zone.	Ls	1		
A2.3	Erection and dismantling of drilling equipment and allied machinery at site including drilling of borehole of 254mm minimum diameter through all types of strata between 100 meters below the ground level.	M	100		
A2.4	Ditto item A1.2 but between 100meters and 200meters below ground level.	M	100		
A2.5	Ditto item A1.2 but between 200 and 250M below the ground level.	M	50		
A2.6	Supply and install 205mm internal diameter plain steel casings in the borehole.	M	150		
A2.7	Supply and installation of 205mm internal diameter slotted steel borehole casings.	M	100		
A2.8	Allow for taking samples of borehole drill cuttings at 2 meter intervals.	LS	1		
A2.9	Supply and insert rounded 2-4mm diameter gravel pack.	Ton	12		
A2.10	Grout between the casing and the borehole for the top ten (10) meters.	LS	1		
A2.11	Allow for physical and chemical development of the borehole.	Hr	12		
A2.12	Undertake constant discharge borehole test pumping.	Hr	24		
A2.13	Undertake recovery water level observations.	LS	1		
A2.14	Allow for 15 liters water sample laboratory analysis and submission of borehole completion record.	Ls	1		
A2.15	Install wellhead, serial number, cap the well and construct 1x1x1m slab around the well.	Ls	1		
A2.16	Supply water and drilling fluids for drilling operations and field camp.	Ls	1		
A2.17	Obtain water abstraction permit (from WARMA) and borehole registration number from Ministry of Water Headquarters (Maji House).	LS	1		
				SUBTOTAL-1	

LOT1:A3: BILL OF QUANTITIES FOR DRILLING, DEVELOPMENT AND TEST PUMPING OF BOREHOLE AT QARSAJUQALA: 250M

No.	Item description	Unit	Qty	Rate (KES)	Amount (KES)
A2.1	Allow for environmental impact assessment and submission of the same to NEMA and department of Water Services.	Ls	1		
A2.2	Mobilization, transportation of machinery and personnel, erection of camps and sanitary facilities and demobilization zone.	Ls	1		
A2.3	Erection and dismantling of drilling equipment and allied machinery at site including drilling of borehole of 254mm minimum diameter through all types of strata between 100 meters below the ground level.	M	100		
A2.4	Ditto item A1.2 but between 100meters and 200meters below ground level.	M	100		
A2.5	Ditto item A1.2 but between 200 and 250M below the ground level.	M	50		
A2.6	Supply and install 205mm internal diameter plain steel casings in the borehole.	M	150		
A2.7	Supply and installation of 205mm internal diameter slotted steel borehole casings.	M	100		
A2.8	Allow for taking samples of borehole drill cuttings at 2 meter intervals.	LS	1		
A2.9	Supply and insert rounded 2-4mm diameter gravel pack.	Ton	12		
A2.10	Grout between the casing and the borehole for the top ten (10) meters.	LS	1		
A2.11	Allow for physical and chemical development of the borehole.	Hr	12		
A2.12	Undertake constant discharge borehole test pumping.	Hr	24		
A2.13	Undertake recovery water level observations.	LS	1		
A2.14	Allow for 15 liters water sample laboratory analysis and submission of borehole completion record.	Ls	1		
A2.15	Install wellhead, serial number, cap the well and construct 1x1x1m slab around the well.	Ls	1		
A2.16	Supply water and drilling fluids for drilling operations and field camp.	Ls	1		
A2.17	Obtain water abstraction permit (from WARMA) and borehole registration number from Ministry of Water Headquarters (Maji House).	LS	1		
				SUBTOTAL-1	

S/No.	ITEM DESCRIPTION	A M O U N T	
		KSHS	CTS
A1	SUB-TOTAL-1 LOT 1 -A1 QARANI		
A2	SUB-TOTAL-1 LOT 1 –A2 BATALU		
A3	SUB-TOTAL-1 LOT 1 –A2 QARSAJUQALA		
	SUB-TOTAL		
	V.A.T-16%		
	OVERALL TOTAL BILL No. 1 – CARRIED OVER TO PRICE SUMMARY SHEET		

SECTION 6

FORMS OF TENDER

FORM OF BID

TO: THE COUNTY SECRETARY
WAJIR COUNTY GOVERNMENT
P.O. BOX 9-70200,
WAJIR

**DRILLING, DEVELOPMENT & TEST PUMPING OF LOT 1 BOREHOLES AT QARANI, BATALU
IN WAJIR NORTH SUB-COUNTY AND ONE BOREHOLE AT QARSAJUQALA IN ELDAS SUB-
COUNTY**

TENDER NO: WCG/T/320/2015-2016

1. In accordance with the Instructions to Bidders, Conditions of Contract, Specifications, Bills of Quantities and Drawings for the execution of the above named Works, we, the undersigned having studied the documents offer to construct, install and complete such Works and remedy any defects therein for the sum of Ksh:..... **[Amount in figures]**,
Kenya Shillings: **[Amount in words]**
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time specified in the Appendix to Conditions of Contract.
2. We acknowledge that the Appendix to Form of Bid forms part of our bid.
3. We agree to abide by this bid **for a period of 90 days from the date of tender opening**, and shall remain binding upon us and may be accepted at any time before the expiry of that period.
4. Unless and until a formal Agreement is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this Day of20....

Signaturein the capacity of

Duly authorized to sign Tenders for and on behalf of

..... **[Name and Company seal of Bidder]**

of..... **[Address of Bidder]**

PIN NO.:.....

VAT CERTIFICATE NO.:.....

Witness; Name

Address

Signature.....
Date.....

NOTES ON FORM OF BID

The bidder shall fill and submit this bid form with the bid. Additional details on the price should be inserted if the bid is in various currencies. If the bidder objects to the Arbitrator proposed by the employer when dispute arises, then the bidder should present an alternative candidate, together with the candidate's daily fees and biographical data that shall be considered by the employer. If there is no agreement on the choice of arbitrator then the Institute of Arbitrators of Kenya shall appoint one.

APPENDIX TO FORM OF BID

CLAUSE No. CONDITION OF CONTRACT

- 10** Performance Security: **5 % of the Tender Sum.**
- 14.1** Work Program Submission: **The Contractor shall submit revised work program for the works within seven (7) days of the delivery of the Letter of Acceptance.**
- 14.2** The period between Program up dates is: **7 days.**
- The amount to be withheld for late submission of an updated Program is: **1.0% of the certified amount to be paid to the Contractor.**
- 23** The minimum Third Party insurance: **Kshs 1,000,000.00**
- 43.1** Project Completion Period: *..... **Days (Bidder to insert).**
- 47.1** Liquidated and Ascertained Damages: **0.01% of the Contract sum per Day**
- 49.1** Defects Liability Period: **6 months**
- 60.** Certificates and Payments;
- 60.1** Advance Payment: **No advance payment shall be granted**
- 60.2** Interim Payments: Delete the word “monthly”.
 Insert between the words “Payment and giving” the following words “in the following manner;

 The first interim payment shall be made after the completion and successful testing of the whole works to the satisfaction of the Project Manager, less 16 % VAT and 10% retention money.
- 60.3** Retention money: **10.0% of the Contract Sum**

Payment of Retention

(a).**5% Retention money** shall be released Money: after rectification of the defects noted in the snag list notified to the Contractor after completion and testing of the whole work to the satisfaction of the Project Manager.

(b).**Last payment** (5% retention money) shall be released at the end of the Defects Liability Period (6 months) subject to the certification by the Project Manager that the system is working satisfactorily and that all the defects that may have occurred during the Defects Liability Period have been rectified”.

60.2 Time within which Payment shall be made will be 45 days after

Certification by the Project Manager except for Certificate No. 1 which will be subject to the provision of performance bond and insurance and the formalization of the Contract Agreement.

67 Appointer of the Arbitrator Employer.

NOTE: Space marked * Must be filled by the bidder

Signature....., Date:
Name:, in the capacity of.....
....., duly authorized to sign tenders for and on behalf of
.....
(IN BLOCK LETTERS)
Address:

Witness

Signature:....., Date:.....
Name:
Address:
Occupation:

FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

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

4. We agree to abide by this Tender for a period of *[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 _____

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

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <ul style="list-style-type: none">• Citizenship details•																								
	<p style="text-align: center;">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="1"><thead><tr><th>Name</th><th>Nationality</th><th>Citizenship Details</th><th>Shares</th></tr></thead><tbody><tr><td>1.</td><td></td><td></td><td></td></tr><tr><td>2.</td><td></td><td></td><td></td></tr><tr><td>3.</td><td></td><td></td><td></td></tr><tr><td>4.</td><td></td><td></td><td></td></tr></tbody></table>	Name	Nationality	Citizenship Details	Shares	1.				2.				3.				4.							
Name	Nationality	Citizenship Details	Shares																						
1.																									
2.																									
3.																									
4.																									
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="1"><thead><tr><th>Name</th><th>Nationality</th><th>Citizenship Details</th><th>Shares</th></tr></thead><tbody><tr><td>1.....</td><td></td><td></td><td></td></tr><tr><td>2.....</td><td></td><td></td><td></td></tr><tr><td>3.....</td><td></td><td></td><td></td></tr><tr><td>4.....</td><td></td><td></td><td></td></tr><tr><td>5.....</td><td></td><td></td><td></td></tr></tbody></table>	Name	Nationality	Citizenship Details	Shares	1.....				2.....				3.....				4.....				5.....			
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1.....																									
2.....																									
3.....																									
4.....																									
5.....																									
Date Seal/Signature of Candidate																									

TENDER SECURITY FORM

Whereas [Name of the tenderer]
(Hereinafter called "the tenderer") has submitted its tender dated [Date of submission of tender] for the supply, installation and commissioning of [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]
(Amend accordingly if provided by Insurance Company)

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 .

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]

(Amend accordingly if provided by Insurance Company)

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]

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*) ofdated
the...day of20.....in the matter of Tender No.....of20...

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.
- 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