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TENDER FOR DRILLING, SUPPLY AND DELIVERY OF PUMP AND FITTINGS, INSTALLATION AND COMMISSIONING OF 200M BOREHOLE.

TENDER NO: CAN/T/11/2015/16

CLOSING DATE: 26TH MAY 2016 AT 10.00 A.M

TABLE OF CONTENTS

*	SECTION I	INVITATION TO TENDER
*	SECTION II	INSTRUCTIONS TO TENDERERS Appendix to Instructions to tenderers
*	SECTION III	GENERAL CONDITIONS OF CONTRACT.....
*	SECTION IV	SPECIAL CONDITIONS OF CONTRACT
*	SECTION V	SCHEDULE OF REQUIREMENTS AND PRICE ...
*	SECTION VI	TECHNICAL SPECIFICATION
*	SECTION VII	STANDARD FORMS
	7.1	FORM OF TENDER
	7.2	CONFIDENTIAL BUSINESS & QUESTIONNAIRE FORM.....
	7.3	TENDER SECURITY FORM
	7.4	CONTRACT FORM
	7.5	PERFORMANCE SECURITY FORM.....
	7.6	BANK QUARANTEE FOR ADVANCE PAYMENT.....
	7.7	MANUFACTURER'S AUTHORIZATION FORM

SECTION I INVITATION TO TENDER

TENDER REF NO: CAN/T/11/2015/16

TENDER NAME: TENDER FOR DRILLING, SUPPLY AND DELIVERY OF PUMP AND FITTINGS, INSTALLATION AND COMMISSIONING OF 200M BOREHOLE

- 1.1 County Assembly of Nakuru invites sealed tenders from eligible candidates for drilling, supply and delivery of pump and fittings, installation and commissioning of 200m borehole
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at County Assembly of Nakuru, P.O Box 907-20100 Nakuru, Procurement office during normal working hours.
- 1.3 A complete set of tender documents may be downloaded by interested candidates from: www.assembly.nakuru.go.ke
- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the **Tender Box located in the reception area of County Assembly of Nakuru** or to be addressed to **the Clerk, County Assembly of Nakuru, P.O Box 907-20100 Nakuru so as to be received on or before 26th May 2016 at 10.00 a.m**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at County Assembly of Nakuru, Boardroom.

SECTION II - INSTRUCTIONS TO TENDERERS

2.1	Eligible Tenderers.....	.....
2.2	Eligible Equipment.....	.....
2.3	Cost of Tendering.....	.....
2.4	Contents of Tender Document.....	.....
2.5	Clarification of Tender Documents.....	.....
2.6	Amendment of Tender Document.....	.....
2.7	Language of Tender.....	.....
2.8	Documents Comprising the Tender.....	.....
2.9	Tender Forms.....	.....
2.10	Tender Prices.....	.....
2.11	Tender Currencies.....	.....
2.12	Tenderers Eligibility and Qualifications.....	.....
2.13	Goods' Eligibility and Conformity to Tender Document .....	.....
2.14	Tender Security.....	.....
2.15	Validity of Tenders.....	.....
2.16	Format and Signing of Tenders.....	.....
2.17	Sealing and Marking of Tenders.....	.....
2.18	Deadline for Submission of Tender .....	.....
2.19	Modification and Withdrawal of Tenders.....	.....
2.20	Opening of Tenders.....	.....
2.21	Clarification of Tenders.....	.....
2.22	Preliminary Examination.....	.....
2.23	Conversion to Single Currency.....	.....
2.24	Evaluation and Comparison of Tenders.....	.....
2.25	Contacting the Procuring Entity.....	.....
2.26	Award of Contract.....	.....
	(a) Post Qualification.....	.....
	(b) Award criteria .....	.....
	(c) Procuring Entity's Right to Vary Quantities.....	.....
	(d) Procuring Entity's Right to Accept or Reject any or all Tenders	.....
2.27	Notification of Award.....	.....

2.28	Signing	of
	Contract.....	
2.29	Performance Security	
2.30	Corrupt or Fraudulent Practices.....	

SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.

2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Equipment

2.2.1 All equipment to be supplied and installed under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the equipment(s) are produced. Goods are produced when,

through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

2.3 Cost of Tendering

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

2.3.2 The price to be charged for the tender document shall not exceed Ksh 5000.00

2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.4. Contents of Tender Document

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

- (i) Invitation to Tender
- (ii) Instructions to Tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form

- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire Form
- (xiv) Declaration form
- (xv) Request for Review Form

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender

not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Tender Documents

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

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

2.6 Amendment of Tender Documents

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

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

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

2.7 Language of Tender

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

2.8 Documents Comprising the Tender

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

- (c) documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14
- (e) Confidential Business Questionnaire

2.9 Tender Form

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

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) the price of the equipment quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
- (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
- (iii) installation charges shall also be indicated separately for each equipment

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

2.11 Tender Currencies

2.11.1 Prices shall be quoted in the following currencies:

- (a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
- (b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
- (c) Cost of installation and commissioning will be in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

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

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

2.12.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment

- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Document

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

2.13.2 The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- a) a detailed description of the essential technical and performance characteristic of the equipment
- b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
- c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications,

or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

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

2.14.2 The tender security shall be in the amount not exceeding 2 percent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of

- a) Cash
- b) A bank guarantee
- c) Such insurance guarantee approved by the Authority
- d) Letter of credit.

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

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

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

2.14.8 The tender security may be forfeited:

- a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- b) in the case of a successful tenderer, if the tenderer fails:
 - i) to sign the contract in accordance with paragraph 2.27
1.or
 - ii) to furnish performance security in accordance with paragraph
2.28
- c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

2.15.1 Tenderers shall remain valid for 60 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

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

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

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

(a) Be addressed to the Procuring entity at the address given on the Invitation to Tender.

(b) Bear the tender number and name in the Invitation to Tender and the words "DO NOT OPEN BEFORE **26th May 2016, 10.00 a.m**"

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

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **26th May 2016, 10.00 a.m**

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

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

2.19 Modification and Withdrawal of Tenders

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

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

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

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

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 a.m on 26th May 2016** in the Assembly's boardroom

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

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

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

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination and Responsiveness

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

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not

constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

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

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

2.24.2 The Procuring entity's evaluation of a tender will exclude and not take into account

- (a) In the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and

- (b) Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

- (a) delivery and installation schedule offered in the tender;
- (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;
- (c) the cost of components, mandatory spare parts and service;
- (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

(a) *Delivery schedule*

(i) The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule*

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price.

Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

(c) *Spare parts and after sales service facilities*

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

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

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

2.25 Contacting the Procuring Entity

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

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

2.26 Award of Contract

(a) **Post-Qualification**

2.26.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is

selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

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

(b) **Award Criteria**

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

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

- a) Necessary qualifications, capability, experience, services, equipment and facilities to provide what is being procured.
- b) Legal capacity to enter into a contract for procurement
- c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the

subject of legal proceedings relating to the foregoing.

- d) Shall not be debarred from participating in public procurement.

(c) Procuring Entity's Right to Accept or Reject Any or All Tenders

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

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

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

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

2.27 Notification of Award

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

2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that this tender have not been successful

2.28 Signing of Contract

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

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

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

2.29 Performance Security

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

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices

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

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

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

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instructions to Tenderers

1. The Appendix to instructions to the tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers including in Section II and has to be prepared for each specific procurement.

2. The procuring entity should specify in the appendix information and requirement specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.

3. In preparing the Appendix the following aspects should be taken into consideration;

(a) The information that specifies and complements provisions of Section II to be incorporated

(b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated

4. Section II should remain unchanged and can only be amended through the Appendix.

5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>Open to all eligible candidates</i>
2.14.1	<i>2% of total quoted sum</i>
2.18.1	<i>26th May 2016, 10.00 a.m</i>
2.20.1	<i>As in 2.18.1 above</i>

2.29.1	<i>10% of the tender sum</i>

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

3.1 Definitions.....

3.2 Application.....

3.3 Country of Origin.....

3.4 Standards.....

3.5 Use of Contract Documents and Information.....

3.6 Patent Rights.....

3.7 Performance Security.....

3.8 Inspection and Tests.....

3.9 Packing.....

3.10 Delivery and Documents.....

3.11 Insurance

3.12 Payment.....

3.13 Price.....

3.14 Assignments.....

3.15 Sub contracts.....

3.16 Termination for Default.....

3.17 Liquidated Damages.....

3.18 Resolution of Disputes.....

3.19 Language and law.....
3.20 Force Majeure
3.21 Notices

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not super ceded by provisions of other part of contract.

3.3 **Country of Origin**

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

3.4 **Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 **Use of Contract Documents and Information**

3.5.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all thirdparty claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

3.7.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of

- a) Cash
- b) Bank guarantee
- c) Such insurance guarantee approved by the Authority
- d) Letter of credit

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

3.8.4 The Procuring entity's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

3.9.1 The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

3.10.1 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

3.11.1 The equipment supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for equipment delivered and installation performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

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

3.14. Assignment

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

3.15. Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16. Termination for Default

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

- (a) if the tenderer fails to deliver any or all of the equipment within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

3.17. Termination for convenience

3.18. Liquidated Damages

3.18.1 If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.19. Resolution of Disputes

3.19.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract

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

3.20. Language and Law

3.20.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

3.21. Force Majeure

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

3.22 Notices

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>10% of tender sum</i>
3.12.1	<i>60 days after invoicing</i>
3.18.1	<i>Shall be resolved through dialogue</i>

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SECTION - V- SCHEDULE OF REQUIREMENTS AND PRICES

ITEM	ITEM DESCRIPTION	UNIT	QTY	RATE	AMOUNT
NO.				(KSHS)	(KSHS.)
	200M Borehole Drilling				
•	Mobilization, transportation of machinery, erection of camps and sanitary facilities and demobilization	LS	1		
•	Erecting and dismantling of drilling equipment and other machinery at the site.	LS	1		

<ul style="list-style-type: none"> • Drilling of borehole of minimum diameter 205mm through all types of strata including disposal of excavated materials, taking any remedial measures to overcome caving-in, or over drilling to accommodate sloughed material and keeping drilling records as specified between ground level and 200 meters below ground level. 	M	200		
<ul style="list-style-type: none"> • Supply and install 152 mm internal diameter plain steel casings in the borehole. 	M	150		
<ul style="list-style-type: none"> • Ditto 1.4 but 152mm internal diameter slotted steel casings. 	M	50		
<ul style="list-style-type: none"> • Allow for taking samples of drill cuttings at two (2) meters intervals. 	No.	100		
<ul style="list-style-type: none"> • Supply and insert gravel pack (rounded 2-4 mm diameter). 	Tons	5		
<ul style="list-style-type: none"> • Grout between the casing and the borehole for top ten (10) meters. 	LS	1		
<ul style="list-style-type: none"> • Physical and chemical development of the borehole including inserting and removal of development equipment; 				

	a) Physical Development	LS	1		
•	b) Chemical Development	LS	1		
•	Undertake Constant Discharge Test as specified (24 hours for actual test pumping and 8 hours for insertion and removal of test pumping equipment)	LS	1		
•	Undertake water Level observation and record recovery.	LS	1		
•	Carry out borehole sterilization	LS	1		
•	Install wellhead, well cap serial number and cement slab of dimensions 1.0x1.0x1.0 meters around the wellhead.	LS	1		
•	Supply of water and drilling fluids for drilling operations and field camp.	LS	1		
•	Take water samples for laboratory analysis (1 No. sample for Bacteriological and 1 No. for Chemical each 15 litres).	LS	1		
•	Allow for making good and surface reinstatement at the borehole location to the Project Manager's satisfaction	LS	1		

	Sub total				
	9M HIGH STEEL TOWER				
	(SITE CLEARANCE AND EARTH WORKS)				
•	General site clearance and setting out	m ²	15		
•	Excavate over site 200mm to remove vegetable soil and remove from site.	m ²	15		
•	Excavate steel tower foundation to a depth of 1.5m.	m ³	4		
	Sub-Total				
	STEEL TOWER FOUNDATION				
•	Reinforced concrete class 25 in foundation base complete with all reinforcement.	m ³	8		
•	Supply, transport, cut, bend and fix Y- 12 strip foundation	kg	150		
	Sub-Total				
	STRUCTURAL STEEL WORK				

<ul style="list-style-type: none"> Supply materials, fabricate a 9m steel tower designed to take 2No. Plastic tanks (10m³). Columns comprise of SHS 100x100x4mm thick; Horizontal members: SHS75x75x4mm thick; Braces Mild Steel angles 50x50x3mm. Tower to standard finish of 1 coat zinc chromate primer backed by 2 coats of aluminium paint. 		No	1		
<ul style="list-style-type: none"> Supply materials, fabricate a 0.440m side walkway with 1.2m high railings of SHS 25x25mmx3mm Tank seat to comprise of Steel Chequered plate 3mm thick; Walkway to standard finish of 1 coat zinc chromate primer backed by 2 coats of aluminium paint 		No	1		
<ul style="list-style-type: none"> Supply materials, fabricate an access ladder comprising of steel flats 50 x6mm thick and 20mm round bars to standard finish of 1 coat zinc chromate primer backed by 2 coats of aluminium paint 		No	1		
	Sub-Total				
	PLASTIC TANKS				

•	Supply, deliver to site, erect, install assemble and Test and commission 10m ³ plastic tank	No	2		
	Sub total				
	SUBMERSIBLE PUMPING SET (capable of pumping 10-20m³ /hr at a head of 180M)				
•	44KW pump end	No.	1		
•	1.5mm2x4 PVC flat submersible drop cable	No.	50		
•	(1.5-4mm)ST6	No.	1		
•	3m pipe 1½"	No.	14		
•	1½" adopter set	No	1		
•	Adopter box 4*4*3	No.	1		
•	(0.55-7.5Kw)3PH Control Panel	NO.	1		
•	Fuse20A	No.	1		
•	2.5MM*4 core U/G cable	No	10		

•	Lifting and reinstallation	NO	1		
•	WARMA fees and all the relevant certifications				
	Total	Amount			
	Project supervision	manager's			350,000
	Add 16% VAT				
	GRAND TOTAL				

Authorized Official:

_____ Name

_____ Signature

_____ Date

SECTION VI – TECHNICAL SPECIFICATIONS

6.1 technical specifications of the borehole.

The technical details of the borehole are outlined in the attached Hydrogeological Survey Reports. These include:

- i. Background information including Location (*Coordinates Latitude and Longitudes*)
- ii. Climate, Physiography and Land Use
- iii. Geology and Hydrogeology
- iv. Aquifer Properties
- v. General Recommendations
- vi. Borehole depth 200m.
- vii. Borehole diameter, 8 Inches, Casings and screen sizes 6 inches.

This section outlines the responsibilities of the contractor and those of the client (County Assembly of Nakuru).

6.2 Roles of the Contractor

The contractor shall do the following:

- i. Drilling of the borehole as per the specifications.
- ii. Borehole construction
- iii. Well design
 - a) Casing of the well strictly as per the directions of the supervisor,

- b) Installing a gravel pack
- c) Well development
- d) Well testing
- e) Supply and installation of submersible pump after testing of well capable of delivering the required amount of water in line with aquifer properties.
- f) Installation of a prime mover and all the necessary works i.e. pump house/solar anchorage etc.

6.3 Drilling Methodology

Borehole drilling and construction will be supervised by the ***project manager appointed by County Assembly of Nakuru***

The contractor must be capable of drilling to at least a depth of 25% beyond the anticipated final depth at the final required diameter. Temporary casing may be installed in the borehole to prevent formation heave, collapse or sloughing.

- The anticipated depth of the borehole is indicated above and if the actual depth of the borehole being drilled justifies any additional depth in the specification, the contractor will request the authorization of ***County Assembly of Nakuru*** for such changes to be made.
- The Contractor will be required to state the specifications of the drilling equipment that will be used.
- The communications will be made in writing and shall be properly recorded by County Assembly of Nakuru. In every case, if the actual characteristic of the well differs from those indicated in the terms of reference, and once the changes have been authorized by County Assembly of Nakuru, a price adjustment may be made according to the final depth of the well, and the unit price rendered by the contractor in his original proposal.

Drilling should be carried out at a diameter of not less than 8", using a rotary type machine. The drilling rig should be able to drill to a depth of at least 200m, at the specified diameter. The rig and the drilling method adopted must be suitable for drilling through both unconsolidated material, and hard, compact volcanic rocks. As the rotary drilling technique offers very high penetration rates in all types of materials, rig mobilization and demobilization are rapid, minimal casings are required during drilling exercise and reliable yield estimates can easily be made during drilling, it is proposed that this shall be the preferred drilling method to be adopted.

The borehole should be tested for plumpness and alignment by means of a 12 meter long, and perfectly straight, steel pipe that should be introduced along the whole borehole. The external diameter of this should, at most, be 13 mm less than the well casing inside diameter. The contractor will supply this pipe.

Such a test pipe, as described above should easily move through the whole borehole. The loss of plumpness of the well's axis should never be more than 2/3 of the smaller inside diameter of the casing. If these minimum requirements are not met by the borehole, the contractor will be required to correct the defects, otherwise County Assembly of Nakuru will reject the borehole and no payments will be made for its drilling and completion. This test should normally be done before pump testing the borehole in the presence of the County Assembly of Nakuru user department.

6.4 Borehole Construction

The contractor is expected to note the following:

(Drawing shall be done by the contractor after the actual construction of the borehole).

- i. The exact location of the borehole has been identified as per the outcome of the Hydro geological survey findings and consultation with the County Assembly of Nakuru.
- ii. In installing screen and casing, centralizers at 6 meter intervals should be used to ensure centrality within the borehole. This is particularly important to insert the artificial gravel pack all around the screen. If installed, gravel packed sections should be sealed off at the top and bottom with clay or bentonite seals (2 m). In this case it is also recommended to install a 3 m long, cement grout plug at the surface, to prevent contamination from entering the borehole.
- iii. The remaining annular space should be backfilled with inert material (drill cuttings may be used), and the top five meters grouted with cement to ensure that no surface water at the well head can enter the well bore and thus prevent contamination.
- iv. Boreholes shall be drilled to a depth as outlined in the hydrogeological survey report i.e. 200m below the ground surface. A decision to abandon the borehole or continue to drill deeper will be at the discretion of County Assembly of Nakuru board.

- v. The outer surface casing shall terminate not less than 0.1 meter above original ground level, while the inner casing shall terminate no more than 0.2 meters above ground level
- vi. It will be the duty of the contractor to inform County Assembly of Nakuru Office at least 48 hrs. in advance as to when the commencement of the drilling will be, to organize for supervision.
- vii. Drilling additives to be used (e.g. foam or polymer) must be non-toxic and bio-degradable. In no circumstances will bentonitic additives be considered acceptable, as they may plug the aquifer zones and are extremely difficult to remove during development. In rotary drilling, the biodegradable polymers or foam is used to stabilize collapsing formations. This biodegradable mud can easily be removed during borehole development.
- viii. Soil (Rock) Samples -
 - The contractor will take at least one sample every two meters of drilling, unless a change in formation is encountered by the driller. In such cases, additional samples should be taken. The minimum weight of each sample should be 100 grams.
 - The contractor will keep a complete record of the samples taken from the cuttings during the drilling operation, in properly packed and identified sample bags, and all will be made available to County Assembly of Nakuru upon request.
 - The contractor will supply a detailed borehole geo-log data, in which all the relevant information and drilling velocity, well casing and other well construction operations will be recorded. The contractor will also annotate all information pertaining to the appearance of water filtrations and aquifer, types of rock found and sampling details.
 - The contractor will be required to complete the log forms for the borehole. The contractor will provide the Borehole Completion Record immediately upon completion of the drilling work. The Borehole Completion Record will also be accompanied by Water quality certificates capturing, chemical and physical water qualities.
 - For each rock sample that has not been taken the contractor will be fined a penalty amounting to 1 per cent of the total value of the borehole and this will be deducted from the final payment. If the total amount of samples not taken is more than 15% of the specified number, the

borehole should be started again and County Assembly of Nakuru will not make any payments for this additional work.

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

6.5 Well Design

The design of the well shall ensure that screens are placed against the optimum aquifer zones. The final design should be made by an experienced Hydro geologist.

a) Casing and Screens

The well shall be cased and screened, in order to avoid collapsing and sediment intake. Considering the moderate depth of the borehole and the expected chemistry of the water, it is recommended to use uPVC casings and screens of 6" diameter. The minimum open area of the screens should be 5%.

Outer permanent surface Casing pipe should be of ISO standard and have the following specifications: U-PVC Class 10, drinking water standards, nontoxic and in standard lengths of three (3) or six (6) meters in length, nominal inside diameter of 6 inches casing, flush jointed for internal diameter of 10 inches and in lengths of 6 meters. The borehole will be fully cased up to bottom of the borehole. The joints shall properly cleaned with the cleaning fluids and cemented with recommended solvent cement by the manufacturers of the casing pipes and screen. Wait for recommended time for the joint set firmly before lowering into the borehole.

- The Contractor will take all necessary precautions during the transportation and storage of casing pipes from their warehouse to drilling site to prevent distortions, bending or deformation of the pipe that could result in eccentricity along the length of the pipe. A maximum of 3 meter length of sand trap will be part of the well design when boreholes are cased to the bottom. The sand trap will be from UPVC casing pipe with specifications described above ; fitted to the end of last screen and bottom end with an end-cap. The end cap is glued with appropriate solvent cement or solutions as recommended by the UPVC manufacturer. Note that the joints sections

are properly cleaned with cleaning fluids and recommended time given for the joint set firmly before lowering into the borehole.

- The borehole construction design including casing string will be authorized by County Assembly of Nakuru officers before the plain casing, screen casings and gravel pack are introduced into the borehole.

b) Gravel Pack

The use of a gravel pack is recommended within the aquifer zone, because the aquifer could contain sands or silts, which are finer than the screen slot size. An 8" diameter borehole screened at 6" will leave an annular space of approximately 1", which is sufficient to allow the insertion of fine, quartzitic gravel. Gravel pack should be washed down with copious volumes of water to avoid bridging. The best method involves the insertion with a tremie pipe.

The contractor shall supply and install filter pack/formation stabilizer. The material shall be 2-4mm diameter, clean well rounded siliceous gravel with no more than 5% non-siliceous material. *County Assembly of Nakuru* must approve the pack prior to installation. Installation of 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 borehole so as to encourage material settlement. The filter pack shall terminate not less than 3m above the uppermost screen when stabilized, or as otherwise directed by *County Assembly of Nakuru*. The Contractor shall provide a means by which this level may be measured.

Backfill material shall comprise fine or clayey drill cuttings and shall be installed from the top of the filter pack to 3m bag unless otherwise directed by *County Assembly of Nakuru*. The installation method must ensure that no bridging occurs within the annular space. The Contractor shall measure the depth to the top of the backfill and provide the means by which this level may be measured.

Any casing and/or screen damage during installation, gravel packing and well development shall be the responsibility of the CONTRACTOR, who shall make the necessary corrections/repairs without additional cost to County Assembly of Nakuru. When well development is completed, the gravel packing will be topped up if it is found settling below the required depth.

c) Well Development

Once screen, gravel pack, seals and backfill have been installed, the well shall be developed. Development is the term used to describe the procedures designed to maximise well yield. Although an expensive element in the completion of a well, the additional costs are usually justified by longer well-life, greater efficiencies, lower operational and maintenance costs and a more constant yield. The development shall be done as follows using a rotary rig equipped with a strong air compressor is available, more effective development techniques can be applied though:

- Airlift raw hiding, into and through the aquifer zones. This should continue until the water lifted is clean and clear, with electrical conductivity stable. Raw hiding comprises cyclic airlifting: once the airlift has been established, air supply is cut off and water allowed to cascade down the hole. This creates overpressures across the borehole wall, which agitates the formation and enhances cleaning. The airlift is then started again and the cycle repeated.
- Water jetting with an on-wall velocity of 30 m/s: at least 0.3 m³ of fluid should be jetted per linear meter of screen. The water used for jetting must be absolutely clean, and it is dissolved as in the polyphosphate dosing described under Section 4.2. The jetting tool should be so constructed that the jet openings are not more than 1" (25 mm) from the borehole wall. Jetting should start from the top of the water bearing formation rotating downwards. After the entire saturated zone has been jetted, the hole should be left for at least 12 hours or overnight, to allow the hexametaphosphate to work on the "wallcake" and any clayey material in the aquifer material.
- Airlift raw hiding again, from the bottom of the hole, until airlifted water is absolutely clean and electrical conductivity stable.

During development, an estimate of the bailed or air-blown yield should be made. This usually gives a fair indication of the final range of abstraction that can be expected from the borehole.

The use of over pumping as a means of development is not advocated, since it only increases permeability in zones which are already permeable.

d) Well Testing

After development and preliminary tests, a step-drawdown test and a 24-hour long-duration well test at constant discharge rate shall be carried out. During the test, the well shall be pumped from a measured static water level (SWL) at a known yield. Simultaneously, the discharge rate and the

pumped water level (PWL) as a function of time shall be recorded. After stopping the pump, the well recovery shall be measured until the water level returns within 5% of the original level, in comparison with the total pumped drawdown.

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

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

The contractor will evacuate all pumped water in such a way that no impoundments are produced at distances less than 205mm from the borehole. The contractor will provide all necessary elements for this purpose which include provision of all necessary implements and pumping equipment i.e. weirs, pipes, gauges etc for the proper measurement of discharge rates and water levels and disposal of extracts.

6.6 Protection of water quality, disinfections and sampling.

a) Borehole Protection

The contractor will take maximum care to avoid the physical, chemical or bacteriological contamination of the borehole water, during the construction and after construction operations. In any case, where water is polluted due to the contractors neglect, he will be obliged to carry out all

the necessary operations, at his own cost, in order to rectify such pollution of the borehole.

b) Well sterilization

Once the well has been completed and tested, disinfection will be undertaken by introducing granular Calcium Hypo-chlorite, Sodium Hypochlorite into the annular space along with the gravel pack material at a concentration of 500grammes per cubic meter of pack. This will initiate the process of sterilizing the bore hole and the chlorine solution should stay in the well for at least four hours, at the specified concentration.

c) Water samples

The contractor will take two (2) litre samples in a clean plastic bottle from the borehole for reference to a Water Testing Authority recognized and authorized by County Assembly of Nakuru for laboratory analysis, after completion of test pumping. One sample will be used for each of these tests; physical and chemical analysis, which should be collected in clean, sterilized properly sealed and protected plastic containers. The samples so collected should reach the authorized Water Testing Laboratories, within 6 hours from the time of collection from the borehole unless otherwise. Specific parameters to be measured shall include;

- **Physical Parameters** – Colour, Odour, Taste, Turbidity, pH Value, Electrical Conductivity, Temperature
- **Chemical Parameters** – Nitrate, Nitrite, Total Hardness, Fluoride, Chloride, Sulphate, Copper, Manganese, TDS, Total Iron, Arsenic
- **Biological Parameters** – Faecal Coli form Counts

d) Particle Content in Pumped Water

The water drawn out of the well will be acceptable if it has a sand particle content of less than 5 milligrams per cubic meter. In case this allowed maximum limit is not met, the contractor will make all necessary adjustments to the well structure, at his own expense, in order to meet these specifications.

6.7 Finishing Works

a) Temporary Lid

The contractor will pay close attention to the due protection of the mouth of the borehole against the entrance of water or any other pollutants while

drilling or after the completion of the borehole. For this purpose, the contractor will provide a lid to be placed on the mouth of the well at any time the drilling rig is not in operation.

b) Sanitary Protection Sealand Well Head Construction

- After completion of the pumping test, removal of the test pumping unit and after the last water level recovery observations have been made, the level of the gravel pack will again be checked to see if there is any settlement below the required depth. If it is found below the required depth, it will be topped up to the appropriate level. Based on the actual situation, the annular space between the well and the permanent 14" casing will be cement grouted down to at least 6m from the surface in order to prevent contamination of the borehole by surface run-off water
- The surface/outer permanent casing must protrude 0.1 meters above the concrete apron. Furthermore, a platform should be constructed according to the design with installation of appropriate submersible pumps depending on the water levels.
- Specifications related with wellhead construction, installation of pumps have been indicated in the Specifications and Bill of Quantities Part.

c) Abandoned Borehole

- If the contractor is not able to finish the drilling or has to abandon the borehole due to loss of tools, accidents or any unforeseeable circumstances, the contractor should remove the casings or drive pipes already in the hole and refill it with clay or concrete. All materials extracted from the hole, after refilling it will be the property of the contractor.
- In case a situation described above occurs, County Assembly of Nakuru will not pay for any of the work carried out, and will authorize in advance the drilling of a new hole, at a site near the abandoned one if need be, at the contractor's expenses.

6.8 Contractor's Supervision

- i. The contractor shall give the work the constant attention necessary to assure the schedule process and quality of work. He shall be expected to cooperate fully with County Assembly of Nakuru technical team.

- ii. The contractor shall at all times have on site as his agent, competent personnel capable of thoroughly interpreting the plans and specifications; and experienced in work being performed.

Upon completion of the works, the site shall be cleaned and any hazardous materials disposed properly. Site re-institution is deemed an integral part of demobilization

EVALUATION CRITERIA.

The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents.

A. MANDATORY REQUIREMENTS (MR)

The following requirements must be met by the tenderer

NO.	REQUIREMENTS	RESPONSIVE OR NOT RESPONSIVE
MR1	Must Submit a copy of certificate of Registration/Incorporation	
MR2	Must Submit a copy of Valid Tax Compliance certificate	
MR3	Must submit a copy of PIN certificate	
MR4	Must submit a duly filled tender document	
MR5	Must submit a tender security of 2% of the contract sum	

At this stage, the tenderer's submission will either be responsive or non-responsive. Then non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

B. TECHNICAL SCORES (TS)

This section (Technical Evaluation) will be marked out of 100 and will determine the technical score (TS)

NO.	EVALUATION ATTRIBUTE	WEIGHTING SCORE	MAXIMUM SCORE
T.S.1	Number of years in Business	<ul style="list-style-type: none"> • 10 years and above =10 marks • Others prorated at: $\frac{\text{Number of Years} \times 10}{10}$ 	10
T.S.2	Experience in works of a similar nature and size for each of the last five years, and details of work underway or contractually committed	<ul style="list-style-type: none"> • 5 years reference letters- 10 marks • Others prorated at: $\frac{\text{Number of Clients}' \times 10}{10}$ 	10
T.S.3	Financial Capability (As supported by Audited Accounts for the last two(2) years) 2014 and 2015	<ul style="list-style-type: none"> • 2 years audited accounts – 10 marks 	10
T.S.4	Copies of original documents defining the constitution or legal status, place of registration and principal place of business;	Details of physical address and contacts with copy of either title, lease document or latest utility bill	5
T.S.5	Equipment - Description, Photos and ownership/lease evidence	Attach evidence	10
T.S.6	list of drilling and pumping test equipment	Attach evidence	10
T.S.7	Qualifications and experience of key site management and technical personnel proposed for the contract and an undertaking that they will be available for the contract.	Attach relevant supporting documents	10

T.S.8	Information regarding any litigation history in the last five years in which the tenderer is involved, the parties involved and the disputed amount.	Provide proof	5
T.S.9	preliminary description of the proposed work method and schedule, including drawings and charts, as necessary	Provide proof	10
T.S.10	Registration with the National construction Authority- N.C.A 6	Provide a copy	10
T.S.11	MEWNR registration (EI 2 and above)	Provide a copy	10

Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.

C. FINANCIAL SCORE (FS)

The formulae for determining the Financial Score (FS) shall be as follows:-
 $FS = 100 \times FM/F$ where FS is the financial score; Fm is the lowest priced bidder and F is the price of the bidder under consideration.

D. COMBINED TECHNICAL AND FINANCIAL SCORES (S)

Bidders will be ranked according to their combined technical (TS) and financial (FS) scores using the weights (T =the weight given to the Technical Proposal; P the weight given to the Financial Proposal; $T + p = 1$) indicated below. The combined technical and financial score, S , shall be calculated as follows:-

$$S = TS \times T \% + FS \times P \%$$

Weighting

T = 0.70

P = 0.30

SECTION VII - STANDARD FORMS

Notes on the Standard Forms:

7.1 Form of Tender

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

7.2 Confidential Business Questionnaire Form

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

7.3 Tender Security Form

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

7.4 Contract Form

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

7.5 Performance Security form

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

7.6 Bank Guarantee for Advance Payment.

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

7.7 Manufacturer's Authorization Form

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

7.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to 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.

7.2 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

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

Part 1 - General:

Business				Name
.....				
Location		of	business	premises.
.....				
Plot		No.....		Street/Road
.....				
Postal Address	.....	Tel No.	.....	Fax
E mail	.....	Nature	of	Business
.....				
Registration		Certificate		No.
.....				
Maximum value of business which you can handle at any one time - Kshs.				
.....				
Name	of	your	bankers	Branch
.....				

3.

.....
.....
.....

4.

5

.....
.....

Date Seal/Signature of
Candidate

7.3 TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called "the tenderer") has submitted its tender dated
..... [*date of submission of tender*] for the 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)

7.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

_____ Signed, sealed, delivered
by _____ the _____
Signed, sealed, delivered by _____the _____
_____ (for the tenderer

in the
presence of

7.5 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS [name of tenderer]
(hereinafter called "the tenderer") has undertaken , in pursuance of
Contract

No. _____ [reference number of the contract] dated _____
20__ to supply
[description of goods] (hereinafter called "the Contract").

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible
to you, on behalf of the tenderer, up to a total of

[amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

7.6 **BANK GUARANTEE FOR ADVANCE PAYMENT**

To
[*name of Procuring entity*]

[*name of tender*]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,

..... [*name and address of tenderer*](hereinafter called "the tenderer") shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of
[*amount of guarantee in figures and words*].

We, the [*bank or financial institutions*], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without

whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding
[amount of guarantee in figures and words]

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

7.7 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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

7.8. 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

7.9

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of

.....dated the...day of20.....in the matter of Tender
No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
- 2
- .
- e
- t
- c
- .

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

- 1.

2

.

e

t

c

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

