



COUNTY GOVERNMENT OF BOMET

TENDER DOCUMENT

PROJECT: BOMET COUNTY WATER PROJECT

TENDER NUMBER: CGB/W&I/003/2019/2020

TENDER DESCRIPTION: SUPPLY OF A BOREHOLE DRILLING RIG UNIT

PREPARED BY:

**Department of Water, Sanitation and
Environment,
P.O. Box 19 – 20400,
Bomet, Kenya**

PROCURING ENTITY:

**County Government of Bomet,
P.O. Box 19 – 20400,
Bomet, Kenya**

TABLE OF CONTENTS

		PAGE
	INTRODUCTION	3
*	SECTION I INVITATION TO TENDER	4
*	SECTION II INSTRUCTIONS TO TENDERERS	5
	Appendix to Instructions to tenderers	22
*	SECTION III GENERAL CONDITIONS OF CONTRACT.....	24
*	SECTION IV SPECIAL CONDITIONS OF CONTRACT	32
*	SECTION V SCHEDULE OF REQUIREMENTS AND PRICE..	34
*	SECTION VI EVALUATION SPECIFICATION	36
*	SECTION VII STANDARD FORMS	38
	7.1 FORM OF TENDER	40
	7.2 CONFIDENTIAL BUSINESS & QUESTIONNAIRE FORM.....	41
	7.3 TENDER SECURITY FORM	42
	7.4 CONTRACT FORM	43
	7.5 PERFORMANCE SECURITY FORM.....	44
	7.6 BANK QUARANTEE FOR ADVANCE PAYMENT	45
	7.7 MANUFACTURER'S AUTHORIZATION FORM	46

INTRODUCTION

1.1 This standard tender document for supply, installation and commissioning of plant and equipment has been prepared for use by public entities in Kenya.

1.2 The following general conditions should be observed when using the document.

- a) Specific details should be furnished in the tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
- b) The instructions to the tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contracts and the appendix to instructions to the tenderers.

1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.

1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations as a letter of invitation addressed to tenderers who have expressed interest following an advertisement of a prequalification tender.

1.5 The cover of the tender document shall be modified to include:

- i. Tender number.
- ii. Tender name.
- iii. Name of procuring entity.
- iv. Delete name and address of PPOA.

SECTION I INVITATION TO TENDER

TENDER REF NO: CGB/W&I/003/2019/2020

TENDER NAME: SUPPLY OF A BOREHOLE DRILLING RIG UNIT

The Bomet County Government invites sealed tenders from eligible candidates for Supply, Delivery, Testing and Commissioning of Truck Mounted Borehole Drilling Rig UNIT

- 1.1 Interested eligible candidates may obtain further information or inspect the tender documents at Bomet County Government Offices, P.O Box 19-20400, Bomet during normal working hours.
- 1.2 A complete set of tender documents may be obtained by interested candidates by downloading from Bomet County website www.Bomet.go.ke free of charge.
- 1.3 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Bomet County Government Offices, Ground floor or be addressed to Bomet County Government, P.O Box 19-20400 Bomet so as to be received on or before **6th December 2019 at 10.00 a.m. Submission is both manual and online.**
- 1.5 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend.

Director Supply Chain Management
For: County Secretary

SECTION II - INSTRUCTIONS TO TENDERERS
Table of Clauses

	Page
2.1 Eligible Tenderers.....	6
2.2 Eligible Equipment.....	6
2.3 Cost of Tendering.....	7
2.4 Contents of Tender Document.....	7
2.5 Clarification of Tender Documents.....	7
2.6 Amendment of Tender Document.....	8
2.7 Language of Tender.....	8
2.8 Documents Comprising the Tender.....	8
2.9 Tender Forms.....	9
2.10 Tender Prices.....	9
2.11 Tender Currencies.....	10
2.12 Tenderers Eligibility and Qualifications.....	10
2.13 Goods' Eligibility and Conformity to Tender Document.....	11
2.14 Tender Security.....	12
2.15 Validity of Tenders.....	13
2.16 Format and Signing of Tenders.....	13
2.17 Sealing and Marking of Tenders.....	14
2.18 Deadline for Submission of Tender	14
2.19 Modification and Withdrawal of Tenders.....	14
2.20 Opening of Tenders.....	15
2.21 Clarification of Tenders.....	15
2.22 Preliminary Examination.....	16
2.23 Conversion to Single Currency.....	17
2.24 Evaluation and Comparison of Tenders.....	17
2.25 Contacting the Procuring Entity.....	18
2.26 Award of Contract.....	18
(a) Post Qualification.....	18
(b) Award criteria	19
(c) Procuring Entity's Right to Vary Quantities.....	19
(d) Procuring Entity's Right to Accept or Reject any or all Tenders	19
2.27 Notification of Award.....	20
2.28 Signing of Contract.....	20
2.29 Performance Security	20
2.30 Corrupt or Fraudulent Practices.....	21

SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 3.1.1 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.
- 3.1.2 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.
- 3.1.3 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.
- 3.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

3.2 Eligible Equipment

- 3.2.1 All equipment to be supplied and installed under the contract shall have their origin in eligible source countries.
- 3.2.2 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
- 3.2.3 The origin of equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

3.3 Cost of Tendering

- 3.3.1 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.
- 3.3.2 The tender document can be downloaded from the Countys website for free from our website, www.bomet.go.ke
- 3.3.3 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 tenderes 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 as 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 120 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 three 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 an amended 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 her Invitation to Tender.
- (b) bear the tender number and name in the Invitation to Tender and the words "DO NOT OPEN BEFORE **6th December, 2019** at 10:00am.

- 2.17.2.1 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".
- 2.17.2.2 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 **6th December, 2019** by 10:00am.
- 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, on **6th December, 2019** at 10:00am at Bomet County Government offices.

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

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

2.22.2.2 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.

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

2.26.3 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 Bomet County Government 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

(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 tenderers 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.

Performance Security

- 2.28.4 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.
- 2.28.5 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.

2.29 Corrupt or Fraudulent Practices

- 2.29.1 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	Bomet County Government employees, Committee Members, members of the county assembly Or their relatives (Spouse and children) are not eligible
2.12.2	<u>The Tenderer shall submit a manufacturers authority in the form prescribed, Certificate of incorporation, KRA VAT and PIN Registration Certificates</u>
2.13.3	<ul style="list-style-type: none">• The Tenderer shall attach catalogues for <u>all the equipment</u> offered and a list of parts (including their prices) necessary for two (2) years' service• The price schedule of spare part shall only be attached and shall not be part of the final tender price.• The spare parts prices shall however be the parts prices after the two years warranty period

2.14.1	Tender Security of Kshs 1100000 of the Tender sum shall be submitted with this Tender in form of a Bank Guarantee or Bankers Cheque and valid for 120 days from the Tender closing date
2.18.1	Tender closing date as notified by Bomet County Government.
2.18.1	The tenderer shall supply a service manual and procedure manual in English. The tenderer shall provide training for staff on use of the equipment. They should commission and drill at least the first 2 boreholes.
2.24.4	<ul style="list-style-type: none"> ▪ Supplier to attached anticipated Delivery schedule ▪ Indicate Payment schedule. Note that Any advance payment must be secured through a guarantee from approved financial institution. Advance payment is at the discretion of the Employer. ▪ The tenderer to propose the payment schedule which will be subject to Employers approval.
2.24.5	Documentary evidence of spare parts back up for the equipment offered shall be given. <u>Supplier must be locally represented</u>
Evaluation criteria	<ul style="list-style-type: none"> ▪ All the above are mandatory and failure to fulfill any may lead to outright disqualification. ▪ The Tenderer must give a list of at least 5 customers using similar equipment who have had the equipment for the last five years. ▪ The Tenderer must also have the legal capacity to enter into a contract for procurement
	▪
	▪

EVALUATION CRITERIA

1. PRELIMINARY EVALUATION - MANDATORY REQUIREMENTS

No	Requirements
MR1	Must submit a copy of certificate of registration/incorporation
MR2	Copy of VAT and PIN Certificate
MR3	Valid Tax Compliance Certificate
MR4	Details of company directors (CR12)
MR5	Must submit a fully filled up confidential business questionnaire in the format provided
MR6	Attach a copy of valid Business Permit
MR7	Attach a detailed company profile
MR8	Must fill, sign and stamp the form of tender in the format provided
MR9	The tender document must be paginated
MR10	Must submit one original and two copies of the tender document (the document must not be spiral bound or in file format)
MR11	Must fill the standard tender document in the format provided and not any other format
MR12	Must provide Manufacturers authorization certificate/ dealership license
MR13	Must provide Manufacturer's certificate of conformity
MR14	Must fill the anti-corruption declaration commitment/ pledge in the format provided
MR15	Must provide a Tender security of Kshs. 1,100,000 valid for 120 days after the tender closing date

2. TECHNICAL EVALUATION

No.	Evaluation Criteria	Maximum score
1	Past experience (detailed similar previous works/list of assignments done including the contact person) of at least 5 similar contracts within Kenya, attach copies of LPO, or award letters etc.	30
2	Proof of service center with spares and tools for similar equipment stocked & a Technical support personnel. . Proof of ability and experience to train on usage.	15
3	Recommendation letters from at least 3 entities who have used similar equipments in the last 5 years.	15
4	Financial position - Audited Final Accounts for the last three years	10
5	Authorization letter from relevant bank including certified bank statements for the last 6 months	10
	Total Scores	80
	Pass Mark	60

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	25
3.2 Application.....	25
3.3 Country of Origin.....	25
3.4 Standards.....	26
3.5 Use of Contract Documents and Information.....	26
3.6 Patent Rights.....	26
3.7 Performance Security.....	26
3.8 Inspection and Tests.....	27
3.9 Packing.....	28
3.10 Delivery and Documents.....	28
3.11 Insurance	28
3.12 Payment.....	28
3.13 Price.....	29
3.14 Assignments.....	29
3.15 Sub contracts.....	29
3.16 Termination for Default.....	29
3.17 Liquidated Damages.....	30
3.18 Resolution of Disputes.....	30
3.19 Language and law.....	30
3.20 Force Majeure	30
3.21 Notices	30

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 superceded 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 third-party 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.

SPECIAL IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

- 4.1 The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
- 4.2 The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

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 OFGCC	SPECIAL CONDITIONS OF CONTRACT
3.12 Payment	Payment shall be made in installments.

SECTION - V- SCHEDULE OF REQUIREMENTS AND PRICES

Notes on Schedule of Requirements and Prices

- 5.1 The Procuring entity must state whether the contract is for procurement, installation and commissioning OR whether it is for installation and commissioning only, in which case, the equipment will have been procured separately.
- 5.2 The tenderers may use additional paper as will be necessary to indicate the details of their costing.

SECTION V - SCHEDULE OF REQUIREMENTS AND PRICES

1	2	3	4	5	6	7
	Item Description	Country of Origin	Quantity	Unit Price	Total Price DDP Bomet per item (cols. 4x5)	Unit Price of other incidental services payable
1	A truck mounted drill Rig (Can drill upto 400m deep)					
2	A support truck					
3	A utility Van (A 4 × 4 double Cap)					
4	A test pumping unit					
5	Water level indicator (dipper)					
6	Terrameter (resistivity meter)					

PSUM the work Items shall be authorized and approved by the Project Engineer, it shall only be carried out by the under his instruction.

The Employer/Procurement entity to provide main power from KPLC to the installation sites.

Remarks:

Warranty period and extend

Authorised Official (Name) Signature

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

SECTION VI – TECHNICAL SPECIFICATIONS

6.2 Technical Specifications

6.2 GENERAL

- 6.2.1. These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the **detailed specifications, drawings, catalogues**, etc for the products they intend to supply.
- 6.2.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.
- 6.2.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The Bomet county government reserves the right to reject the equipment, if such deviations shall be found critical to the use and operation of the equipment.
- 6.2.4 The tenderers are requested to present information along with their offers as follows;-
- a. Shortest possible delivery period of the equipment.
 - b. Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses
 - c. Country of origin
 - d. Types or model offered

Technical Specifications

BOREHOLE DRILLING RIG UNIT – PRODUCT CAPACITY REQUIREMENTS

S/NO	product	specification
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BOREHOLE DRILLING RIG MOUNTED ON 8X4 TRUCK with hydraulic top drive head capable of drilling through all types/kinds of formations with air, foam and drilling mud using either bentonite or polymer. Source of power to run the rig through the transfer gear box. (Supply operation manual for all equipment - 2 copies each).

1	Geology to be drilled	All kinds/types of formation
2	Drilling type	DTH & Mud Rotary
3	Drilling system and operation	Hydraulic
4	Hole diameter (size of borehole)	140-350 mm (6"-12")
5	Drilling /Hole depth	400M
6	Rotation Torque	9600NM 1 st Gear 4800NM 2 nd Gear
7	Rotation speed	0-80 RPM 1 st Gear 0-160 RPM 2 nd Gear
8	Drill pipe Diameter	89/114 mm
9	Drill Pipe Length	4,000/5,000 mm
10	Axial pressure	85KN

MAIN FRAME – the main frame is a structural steel construction which incorporates hydraulic control panel mast raising cylinder and pneumatic control lever and drill stand. **WINCH/MAST** – is all strong structural steel construction of 7.5m long raised or lowered by hydraulic cylinders and able to handle minimum 5m length drill pipes/rods, casing & screens. Rotary head slide plate moves on a solid square section with heavy duty bearing fixed to it. The mast is raised and lowered by single hydraulic cylinder. The **pullback/pulldown** is imported through hydraulic cylinder cable revving system.

11	Maximum Lifting Force (gross lifting load)	20-30 MT
12	Lifting force of main winch (optional)	4 MT
13	Lifting force of hoist	1.5 MT
14	Length of steel wire rope (tool winch)	100 M
15	Minimum Lifting height of tool winch	7.5 M

ROTARY HEAD - The rotary head is made up of heavy-duty single stage gearbox of 3:1 ratio with all welded body with heavy duty taper roller bearings and oil seals, driven by high torque hydraulic motor. The rig shall have a top head with a hydraulic feed. The top head shall have a 3" diameter water cause goose neck supplied with An API 3.5" IF thread.

Tilting type top head drive is recommended. The pullback force should be at least 15,000kg.		
FEED SYSTEM – shall be actuated through hydraulic cylinder and rope reeling system. The feed system shall have a hold back arrangement to control and limit weight on drilling bit. Rapid and slow speed with micro feed arrangement to suit the variable ground conditions. Maximum pull up force is 10,750kgs and maximum pull up speed of 39m/min, maximum pull down force is 6,318kgs and maximum pull down speed is 50m/min.		
HYDRAULIC SYSTEM: The system shall be designed for high efficiency and high productive capacity. All hydraulic elements like pumps, motors, valves and cylinders shall be adequate capacities and reputable makes. Piston pumps with appropriate valves should be used for rotation and feed, mast raising, rig levelling, break out wrench and hydraulic cooler systems. All hoses shall withstand high pressures and temperatures. The hydraulic oil shall be filtered during sanctions and return lines.		
16	Hydraulic tank capacity	600 Lts
17	Maximum hydraulic pressure	300kg/cm2
18	Filtration non-return line	10 microns
19	Hydraulic oil cooler	Fun type oil to air
The entire drilling rig should be able to operate under high temperatures encountered in normal conditions within the tropics. The power for hydraulic system and entire rig components shall be taken from truck engine through transfer gear box.		
TRUCK – 8X4 Right hand drive heavy duty diesel engine with all standard accessories, capable of cross-country drive in difficult terrain.		
20	Drive type	600 Lts
21	Maximum speed	110 km/h
22	Steering wheel	Right hand drive
TRUCK ENGINE		
23	Diesel engine type	Specify
24	Rated Horse Power	132 KW
25	Electrical System	24 Volt
AIR COMPRESSOR REQUIRED MOUNTED ON A PICK UP TRUCK		
26	Compressor type	2 stage rotary screw/movable
27	Pressure required	1.05-4.5 MPa (300PSI)
28	Air consumption	16-60 M ³ /Min (Delivering 1,100 cfm @300psi)
MUDPUMP- The rig shall be fitted with a hydraulic motor driven duplex double acting high pressure mud pump.		
29	Type	Hydraulic
30	Model	(Give specifications)
31	Stroke	110- 120mm
32	Maximum displacement	650L/Min (lpm)
33	Discharge Pressure (Mpa)	2-3 MPA (21KG/CM2)
34	Suction tube diameter	75-100mm
WELDING GENERATOR- Deck mounted with separate diesel driven engine or hydraulic driven with auxiliary AC power.		
35	Amperes	300 Amps/10 KVA

36	Voltage at 50HZ	240 Volts
AUXILIARY SYSTEM Water/Foam injection – Water injection pump shall be hydraulically driven and be a duplex acting injection plunger pump with necessary piping and flow control valve.		
37	Minimum flow	42 lpm
38	Minimum pressure	60 kg/cm ²
LEVELLING JACKS – Shall consist of four (4) hydraulic leveling jack with heavy duty telescopic guides reverse flow restricted valves to ensure safe operation with two jerks at the rear two in front of the rig controlled by two separate valves with adequate capacity to withstand load.		
39	Cylinder bore diameter	125 mm
40	stroke	610 mm
BREAK – OUT WRENCH – the drill shall be equipped with a hydraulic break- out wrench for tightening and loosening of drill pipe/hammer/rod joints.		
41	Cylinder bore	80 mm
42	Stroke	300 mm
AIRLINE LUBRICATOR (LINE OILER) – A positive acting line lubricator shall be provided for injecting oil in the compressed air system complete with reservoir for lubricating the pneumatic tools.		
CENTRALIZER – The rig shall include centralizer with swing out provision of 13” opening.		
SINGLE ROD CHANGER – A manually operated single rod changer to carry rods, casings, hammers & tools shall be mounted on mast assembly.		
CONTROL PANEL – shall be provided with all gauges of the drill rig, control levers at the panel board and shall be accessed to the operator. Locking arrangements shall be provided for the safety of the control panel.		
NIGHTLIGHT – for easy handling and operation at night, adequate number of lights shall be provided in the drilling rig.		
HANDLING TOOLS – the required tools for the general maintenance/operation shall be provided with the drilling rig.		
TRUCK		
	Overall length	Approx. 6,500 mm
	Overall width	Approx. 2,200 mm
	Wheel base	Approx. 3,600 mm
	Front over hang	>1,300 mm
	Rear over hang	>1,600 mm
	Min. ground clearance	Approx. 250 mm
	Turning circle diameter	Min. 1,300 mm
ENGINE		
	Engine	Turbo charged and intercooled
	Air & fuel filter	Specify
	Maximum output	160HP @ 2,400 RPM
	Maximum torque	560 NM @ 1,600 RPM
	Clutch	Specify
	Transmission	Gears 5 F & 1 R
	Rear axle type	Specify
	Rear axle capacity	>6,000 Kg
	Front axle type	Specify

Front axle capacity	>5,000 kg
Suspension type	Specify
Shock absorber type	Specify
Steering	Power assisted
Optimum tyre size	7.5R20 – 14PR
Brakes	Dual line circuit
Battery	100AH 24V
Max. speed in top gear	110 RPM
Mounted silenced generator	40-50 KVA
Mounted winch	7,000 Kg
Boom capacity	10-15 tons
2 submersible pumps	2, 5-5m ³ and 5.1-19m ³ at 100m head
Raiser pipes	300m
Cables	500m
Control panel & other installation	Kits to make unit functional.
Water level indicator	350m, specify type
Terrameter	Specify

PICK UP SPECIFICATION

Interior: Exterior: Technical:

Air condition (manual) mud guards, front suspension with coil leaf spring
Radio AM/FM, MP3, CD Painted rear bumper with step rear differential
2 speakers spare wheel carrier with lock 4WD system
Auxiliary input USB Front and rear towing hooks steel wheels
Front bench seat (3 people) Air cleaner with cyclone and snorkel tyre dimensions 7.50 R16-8 (E)
Front heating system manual antenna high altitude compensator
Rubber floor mats, front black front grille fuel tank capacity 90L
Urethane steering wheel cylinders: 6 in line – 1HZ 12 Valve OHC
Tilt and telescopic power steering column overall width: 1.770 mm
Vinyl leather seat material safety: Overall length. 5.095 mm
Clock ABS – Anti-Lock Braking system overall height: 1.970 mm
Cup holder Driver & passenger airbags (SRS) Min. ground clearance: 235 mm
Min. turning radius (tyre): 7.2 m
Min. turning radius (body): 7.5 m

SECTION VII – PRICE SCHEDULE FOR GOODS

ITEM 1A. 400M DEPTH AND ATTACHMENT PARTS						
No.	Item description	Specification	Unit	Qty	Unit price Kshs.	Total Amount Kshs.
1	BOREHOLE DRILLING RIG MOUNTED ON 8X4 TRUCK with hydraulic top drive head capable of drilling through all types/Kinds of formations with air, foam and drilling mud using either bentonite or polymer. Source of power to run the rig		Set	1		

	through the transfer gear box (as per above specifications).				
Tools for the drilling rig	5Mx4.5" OD27/8 API IF Drilling rods	No.	80		
	D6 6 1/2" OD DTH hammer	No.	1		
	S82 8" OD DTH hammer	No.	2		
	Drilling button bit for D6 6 1/2" OD DTH	No.	2		
	Drilling button bit for S82 8" OD DTH hammer	No.	2		
	Drilling button bit for S82 10" OD DTH hammer	No.	1		
	10" tricone bit	No.	1		
	8 1/2" tricone bit	No.	1		
	10" clay/drag bit	No.	1		
	8 1/2" clay/drag bit	No.	1		
2	A suitable 4X4 Pick up complete with installation and maintenance equipment. (as per above specifications).	Set	1		
Water level indicator (dipper)	400m	No.	1		
Terrameter (resistivity meter)		No.	1		
3	Testing and commissioning of 1 no. borehole approximate depth 300m (include all materials for the same).	No.	1		
SUB TOTAL					
16% VAT (Where applicable)					
GRAND TOTALS (Carried to form of tender)					

-
-
- e) Any items not included in this specification but which are deemed necessary for efficient or

Tenderer's Signature	Official stamp
Date:	

SPECIAL CONDITIONS:

- 1- Suppliers, affiliate or agent must show prove of having installed similar plants in Kenya in the last two years.
- 2- The Items installed in 1 above must have been tested for not less than five years.
- 3- Provide all design drawings, catalogues/manuals in English language- must be submitted during the inspection visit.
- 4- The supplier must provide Manufacturer's certificate of conformity
- 5- Supplier must provide manufacturer's Authorization certificate.

The above special conditions will form part of mandatory requirements during tender evaluation.

Offer includes installation and commissioning charges

Sufficiency of Specifications

These Specifications may not be exhaustive and the Tenderer should include other items that may be deemed necessary for the efficient operation of the plant.

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 tenderer 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.

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 _____

7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business ,.....

Registration Certificate No.

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

Name of your bankers Branch

	Part 2 (a) – Sole Proprietor																				
	Your name in full Age																				
	Nationality Country of origin																				
	• Citizenship details																				
	•																				
	Part 2 (b) Partnership																				
	Given details of partners as follows:																				
	<table border="0"><thead><tr><th style="text-align: left;">Name</th><th style="text-align: left;">Nationality</th><th style="text-align: left;">Citizenship Details</th><th style="text-align: left;">Shares</th></tr></thead><tbody><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><tr><td>6.</td><td></td><td></td><td></td></tr></tbody></table>	Name	Nationality	Citizenship Details	Shares	3.				4.				5.				6.			
Name	Nationality	Citizenship Details	Shares																		
3.																					
4.																					
5.																					
6.																					
	Part 2 (c) – Registered Company																				
	Private or Public																				
	State the nominal and issued capital of company-																				
	Nominal Kshs.																				
	Issued Kshs.																				
	Given details of all directors as follows																				
	<table border="0"><thead><tr><th style="text-align: left;">Name</th><th style="text-align: left;">Nationality</th><th style="text-align: left;">Citizenship Details</th><th style="text-align: left;">Shares</th></tr></thead></table>	Name	Nationality	Citizenship Details	Shares																
Name	Nationality	Citizenship Details	Shares																		

	1.....
	2.....
	3.....
	4.....
	5.....
Date Seal/Signature of Candidate	

7.3 TENDER SECURITY FORM

Whereas [*name of the tenderer*]
 (hereinafter called “the tenderer”) has submitted its tender dated [*date of submission of tender*] for the 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 _____ (for the Procuring entity)

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

7.5 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

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

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(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.

ANTI-CORRUPTION DECLARATION COMMITMENT / PLEDGE

(Section 62, of the Public Procurement and Asset Disposal (PPAD) Act, 2015

I/We/Messrs.....

of Street, Building,

P O Box.....

Contact/Phone/Email.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We.....declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with Tender/Tender No

.....

for or in the subsequent performance of the contract if I/We am/are successful.

Further we are not debarred from participating in Public Procurement.

Authorized Signature.....

Name and Title of Signatory.....

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.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
day of20.....

SIGNED
Board Secretary