



# **KENYA SCHOOL OF GOVERNMENT**

**Empowering the Public Service**

**OPEN TENDER**

**DRILLING, PUMP TESTING, COMMISSIONING  
AND MAINTAINANCE OF BOREHOLE**

**TENDER NO. KSG/25/2017-2018**

**SUBMISSION DEADLINE: 23<sup>RD</sup> FEBRUARY 2018 AT 10.30A.M.**

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NAIROBI, KENYA  
[www.ksq.ac.ke](http://www.ksq.ac.ke)**

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## SECTION

### TENDER INVITATION

Date: 06/02/2018

Kenya School of Government Baringo invites Bids from eligible tenderers for the **DRILLING,TEST PUMPING COMMISSIONING AND MAINTENANCE BOREHOLE**. Interested firms may download tender documents for free from [www.ksg.ac.ke](http://www.ksg.ac.ke)

Bidders who download the tender documents from the website should immediately email their names and contact details (cellphone number, email, and company name) to [director.baringo@ksg.ac.ke](mailto:director.baringo@ksg.ac.ke) for records and communication of any tender clarifications and addenda.

The tender is reserved for Persons with disabilities and they are required to attach YAGPO certificate from National Treasury.

Tenders should be in plain sealed envelopes, marked with the tender number on the right hand side corner and bearing no indication of the tenderer should be addressed to:

DIRECTOR GENERAL  
KENYA SCHOOL OF GOVERNMENT,  
P. O. Box 91-30400,  
KABARNET

and dropped in the **Tender Box at the Administration Block at KSG Baringo**, or sent by post so as to reach the above address not later than **26<sup>nd</sup> February 2018 at 10.00 a.m.**

Submitted bids will be opened publicly immediately after the closing time in the Main Board Room in Administration Block, in the presence of the tenderers, or their representatives, who choose to attend.

Late bids will be returned unopened.

Price quoted must remain valid for one hundred and twenty (120) days from the opening date of the tender.

Kenya School of Government reserves the right to reject any tender with reasons for the rejection and does not bind itself to accept the lowest or any tend

## SECTION II - INSTRUCTIONS TO TENDERERS

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## **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 Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

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

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods**

2.2.1 All goods to be supplied 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 goods are mined, grown, or 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 goods is distinct from the nationality of the

tenderer. **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 Kshs. 1,000/=

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

## **2.4. The Tender Document**

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

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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

## **2.5 Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation

to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than 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 Documents**

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

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in 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 of Tender**

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d)

tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, 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 and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

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

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

## 2.11 **Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

## 2.12 **Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its

tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

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

2.12.3 The documentary evidence of the tenderers qualifications (a) to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

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

(c) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

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 Documents**

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

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a 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 goods 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 goods;

- (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 goods for a period of two (2) years, following commencement of the use of the goods 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 .4For purposes of the documentary evidence 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**

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

2.14.2The tender security shall be in the amount of 2 per cent 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 bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form

acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.



- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as 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 or
    - (ii) to furnish performance security in accordance with paragraph 2.28

## 2.15 **Validity of Tenders**

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as 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 tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as

appropriate. In the event of any discrepancy between them, the original shall govern.

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

**(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," 26<sup>TH</sup> February, 2018 at 10.00am Kenyan Time.**

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

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

## 2.18 **Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **26<sup>TH</sup> February, 2018 at 10.00am Kenyan Time.**

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

## **2.19 Modification and Withdrawal of Tenders**

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

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

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

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

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

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

## **2.20 Opening of Tenders**

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **26<sup>TH</sup> February, 2018 at 10.00am Kenyan Time** and in the location specified in the Invitation to Tender.

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

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

2.20.3 The Procuring entity will prepare minutes of the tender

## opening. **2.21 Clarification of Tenders**

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

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

## **2.22 Preliminary Examination**

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

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

words and figures the amount in words will prevail

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or 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 these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

### **2.24 Evaluation and Comparison of Tenders**

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

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

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

### **2.25 Preference**

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

## **2.26 Contacting the Procuring entity**

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

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

## **2.27 Award of Contract**

### **(a) Post-qualification**

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

2.27.3 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**

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

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

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

**(d) Procuring entity's Right to Accept or Reject Any or All**

**Tenders** 2.27.6 The Procuring entity reserves the right to accept or reject any tender,  
and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the

affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

## **2.28 Notification of Award**

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

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

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

## **2.29 Signing of Contract**

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

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

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

## **2.30 Performance Security**

2.30.1 Within 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.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in

which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.31 Corrupt or Fraudulent Practices**

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

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

2.31 .2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31 .3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>The tender is open to all bidders</i>
2.3.2	<i>The tender document is available at</i> <b>KSG portal <a href="https://www.ksg.ac.ke">https:// www.ksg.ac.ke</a> free of charge</b>
2.14.1	Tenderer must submit a Bid Bond of Kenya Shilling 2% of the total tender sum from a recognized bank. Must be valid for 150 days from tender closing date and must accompany the tender document. <b>Should the tender security be less than the amount and/or validity period stated above, this will lead to automatic disqualification</b>
2.15.1	<i>The tender validity period shall be 120 days from the date of opening.</i>



2.18.1	<b>Deadline for submission shall be: 26<sup>TH</sup> February, 2018 at 10.00 a.m.</b>
2.25.1	<i>There will be no local preference</i>

## Detailed Evaluation Criteria

### Evaluation Criteria

The following requirements must be met by the tenderer not withstanding other requirements in the tender documents: and arranged as below

#### a) Mandatory Requirements (MR)

No.	Requirements	Responsive or Not Responsive
MR1	Must Submit a copy of certificate of Registration/Incorporation	
MR2	Must Submit a copy of a valid Tax Compliance certificate from Kenya Revenue Authority	
MR3	Must Fill the BQ in the format provided	
MR4	Must Fill the Form of Tender in the Format provided	
MR5	Signed and stamped statement of Verification that you are not debarred in matters of Public procurement	
MR6	Must submit a dully filled up tender security form in format provided	
MR7	Must submit a dully filled up Confidential Business Questionnaire in format provided	
MR8	Bid Bond 2% valid for 150 Days	
MR9	Tender validity period 120 Days	
MR10	Must sign, serialize and stamp on all pages	
MR11	Dully filled and signed Business questionnaire	
MR12	Latest CR12 (within last 3 months)	
MR13	Must provide a copy of NCA registration Certificate (NCA 4 and above) and annual practicing certificate	
MR14	Signed site visit form	
MR15	Valid business permit	
MR 16	Attached utility bills in the name of the company bidding	

**At this stage, the tenderer's submission will either be responsive in all the mandatory (MR) requirements above or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.**

<p>The employer may seek further clarification/confirmation if necessary to confirm authenticity/compliance of any condition of the tender.</p>
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### **SECTION III: GENERAL CONDITIONS OF CONTRACT Table of Clauses**

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## **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

### **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.

### **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 tenderer 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 thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in



Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

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 goods 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 or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods 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 goods after the Goods' arrival 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 of the Goods 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 Goods 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 Goods 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 goods delivered and services 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 request shall be processed by the procuring entity within 30 days of receiving the request.

### **3.14. Assignment**

3.14.1 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 goods 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 goods.

### **3.17 Liquidated Damages**

3.17.1. If the tenderer fails to deliver any or all of the goods 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.

### **3.18 Resolution of Disputes**

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

3.18.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **3.20 Force Majeure**

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

## 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 those in the GCC.

42. Special conditions of contract as relates to the GCC

REFERENCE GCC	OF	SPECIAL CONDITIONS OF CONTRACT
3.7.1		On receipt of notification of contract award, the successful tenderer shall furnish the Department with a Performance security of 5% of the tender sum from a reputable bank.
3.12.1		<i>Payments will be done upon satisfactory delivery of quality and quantity ordered. Upon acceptance of the goods delivered by the relevant committee as per the PPDA 2015.</i>



3.18.1

*As per GC 3.18 above.*

## **SECTION V -**

## **TECHNICAL SPECIFICATIONS 5.1**

### **General**

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 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 procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.4 The tenderers are requested to present information along with their offers as follows:

- (i) Shortest possible delivery period of each product
- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

## 5.2 PARTICULARS

DESCRIPTION	QTY	UNIT	RATE	NET COST
MOBILIZATION AND TRANSPORT OF ALL EQUIPMENT AND PERSONNEL TO SITE	1	Ls		
PROVISION OF DRILLING WATER AND FOAM	1	Ls		
DRILL A BOREHOLE OF DIAMETER 203MM		m		
SUPPLY & INSTALLATION OF PLAIN STEEL CASINGS 6"		m		
SUPPLY & INSTALLATION OF SLOTTED STEEL CASINGS 6"		m		
GRAVEL PACKING		Tons		
PROVISION AND FIXING WELLHEAD CASING AND CEMENT SLAB	1	Ls		
CONTINUOUS TEST PUMPING AND RECOVERY TEST FOR 24HRS TO ASCERTAIN YIELD	24	Hrs		
PROVISION OF CHEMICAL WATER ANALYSIS, TEST PUMPING DATA, LOGS SAMPLING AND DRILLED BOREHOLE COMPLETION RECORDS	1	Ls		
<b>Sub-Total</b> Add 16% VAT <b>Grand Total</b>				

**SECTION VI - SCHEDULE OF REQUIREMENTS**

S/NO	ITEM DESCRIPTION	UNIT OF ISSUE	QTY
1	Hammer Bits Sizes 10"	NO	AWR
2	Hammer Bits Sizes 8"	NO	AWR
3	Hammer Bits Sizes 6"	NO	AWR
4	Drill Bits & Barrels Size 10"	NO	AWR
5	Drill Bits & Barrels Size 8"	NO	AWR
6	Drilling Oils (g) Hammer Oil (h) Gear Oil (i) Compressor Oil	LTS LTS LTS	AWR AWR AWR
7	Gravel pack		AWR
8	Steel Casing Size 10"	NO	AWR
9	" " " 8"	NO	AWR
10	Cutting Disc Size 7"	NO	AWR
11	Drilling Foam	LTR	AWR
12	Drilling Grease	KG	AWR
13	Electrical Dippers 300m	NO	AWR

**SECTION VII - PRICE SCHEDULE FOR GOODS**

S/NO	ITEM DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE(KES)
1	Hammer Bits Sizes 10"	NO	AWR	
2	Hammer Bits Sizes 8"	NO	AWR	
3	Hammer Bits Sizes 6"	NO	AWR	
4	Drill Bits & Barrels Size 10"	NO	AWR	
5	Drill Bits & Barrels Size 8"	NO	AWR	
6	Drilling Oils (g) Hammer Oil (h) Gear Oil (i) Compressor Oil	LTS LTS LTS	AWR AWR AWR	
7	Gravel pack		AWR	
8	Steel Casing Size 10"	NO	AWR	
9	" " " 8"	NO	AWR	
10	Cutting Disc Size 7"	NO	AWR	
11	Drilling Foam	LTR	AWR	
12	Drilling Grease	KG	AWR	
13	Electrical Dippers 300m	NO	AWR	
	<b>Quarterly Maintenance Charge</b>			
	<b>Total Cost Inclusive Of VAT</b>			

**Company Seal:** \_\_\_\_\_

**Note:**

- (a) In case of discrepancy between unit prices and total price, the unit prices shall prevail.  
 In case of discrepancy between price in figures and price in word, price in word shall prevail.  
 The prices quoted must be valid for the period of tender

## **SECTION VIII - STANDARD FORMS**

### **Notes on the sample Forms**

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

## 8.1 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 you may receive.

\_\_\_\_\_ Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of

## 8.2 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
	x hip
	Citizens details
	Part 2 (b) Partnership
Given details of partners as follows:	
Name	Nationality      Citizenship Details      Shares
1. ....	.....
2. ....	.....
3. ....	.....
4. ....	.....
	Part 2 (c ) – Registered Company
Private or Public .....	
State the nominal and issued capital of company-	
Nominal Kshs. ....	
Issued Kshs. ....	
Given details of all directors as follows	
Name	Nationality      Citizenship Details Shares
1. ....	.....
2. ....	.....
3. ....	.....
4. ....	.....
Date .....	
Signature of Candidate	

xlf a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.



### 8.3 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)*

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

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

Signed, sealed, delivered by \_\_\_ the \_\_\_\_\_(for the Procuring entity

Signed, sealed, delivered by \_\_\_ the \_\_\_\_\_ (for the tenderer in the  
presence of \_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

## 8.5 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]

## 8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

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 in 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]

**8.7 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~File 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



**8.8 FORM RB 1**  
**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....

AND

.....R (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of  
.....dated the...day of .....20.....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

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

- 1.
2. etc SIGNED

..... (Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary

# SERVICE LEVEL AGREEMENT

## SERVICE LEVEL AGREEMENT (SLA) BETWEEN KSG-BARINGO

.....

This agreement is made on .....Between ..... of Post Office Box Number,..... in the Republic of Kenya (Hereinafter called the "Supplier" which expression shall where the context so admit include its successors and permitted assigns) of the one part **Kenya School of Government Baringo of P O Box .91 -30400, Kabarnet .**

(Hereinafter called "The Customer" which expression shall where the context so admits include its successors and permitted assigns) on the other part.

**Whereas** the said suppliers have agreed to install and service and to repair, replace, remove, upgrade the borehole for ..... years at Kes ..... annually payable quarterly.

Now therefore, it is mutually agreed by and between the parties hereto as follows:

- 1) That this agreement shall commence on ..... and expire on ..... (the "term"). The term of this agreement may be renewed at the option of the customer for a further period of twelve (12) months and on the same terms and conditions as those of this agreement upon satisfactory performance.
- 2) That the supplier shall undertake responsibility to attend to all faulty parts whenever they fail. during the entire period of the contract.

3) That the supplier shall repair and/or replace faulty parts reported by the customer as follows:

- a) If reported during normal working hours – within 5 hours of reporting
- b) If reported outside normal working hours, Monday to Friday – within 8 hours of reporting
- c) If reported during the weekends and public holidays – within 12 hours of reporting

3) That the supplier shall undertake to replace parts

Whenever deemed necessary by the customer within 48 hours of reporting.

- 4) That the supplier shall replace within 48 hours all devices which will fall within the warranty period as outlined in the contract and free of charge.
- 5) That the supplier shall commit to avail a reasonable number of dedicated and competent support staff to ensure fast and efficient response to the customer demands.

7) That the supplier shall submit scheduled reports by/or on the fifth day of every month. The said reports shall include but not limited to the following information;

a) The total number of faulty parts.

b) The total number of replaced parts

d) The total number of parts serviced but not replaced and their condition.

8) That the supplier shall avail any other reports as may be required by the customer from time to time as follows;

a) If reported during normal working hours – within 3 hours of reporting

e) If reported outside normal working hours Monday to Friday – within 5 hours of reporting

c) If reported during the weekends and public holidays – within 6 hours of reporting

9) The customer is entitled to cancel either in whole or in part the provision of this agreement or cancel the agreement entirely upon giving a one's month's written notice to the supplier.

10) The following supplier's obligations are conditions of this agreement and any breach of them shall be deemed a fundamental breach, which shall entitle the customer at its discretion to terminate this agreement immediately.

a) Failure on the part of the supplier to observe its obligations under the agreement

b) The doing or permitting of any act by which the customer rights under this agreement may be prejudiced or put in jeopardy

c) The insolvency, levying of any distress, appointment of receiver, entry into arrangement with its creditors or execution against the supplier or liquidation of the supplier.

d) Failure to repair a fault within the response time set out in clauses 2-11 above.

11) That the supplier hereby undertakes the responsibility to abide by clauses 2-11 throughout the term, when and if notified by the customer of any fault. In addition, the supplier shall carry out a periodic maintenance exercises and upgrade during the term of this agreement.

12) That the supplier shall use its best endeavours to ensure the timely plant restoration and repairs, replacement of faulty parts.

13) That the supplier will be liable for loss occasioned by the negligence or damage to

the plant or any part of the customer's premises by the supplier or the supplier's employees or agents.

14) Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive government regulations or of any other cause beyond the reasonable control of the parties or either of those that renders the performance of this agreement impossible whereupon a pro-rata amount of monies under this agreement shall be refunded to the customer immediately.

15) If any provision of this agreement is declared by any judicial or any competent authority to be void, voidable illegal or otherwise unenforceable, the parties shall amend that provision in such a reasonable manner as to achieve the intention of the parties.

16) This agreement supersedes any prior agreement between the parties whether written or oral.

17) Both parties shall comply with all laws, rules and regulation bearing upon the performance of these obligations under the terms of this agreement.

18) This agreement shall be governed by and constructed in accordance with Kenyan Laws.

19) In the event of any dispute or difference arising between the parties in relation to this agreement, including the interpretation, rectification, termination or cancellation of this agreement, the parties shall forthwith, upon receipt of a notice in writing from the party claiming such dispute or difference, attempt to resolve the dispute or difference through good faith negotiations. In event the parties fail to reach a settlement within a period of fourteen (14) business days any party may refer the dispute of difference to arbitration.

20) If the dispute or difference relates to any other matter under this agreement, the matter shall be referred to a single arbitrator for determination. The arbitration shall be undertaken by a single arbitrator to be agreed upon between the parties or, failing such agreement within 7 (seven) business days of the dispute being referred to arbitration, an arbitrator shall be appointed by the chairman for the time being of the charter institute of arbitrator, Kenya branch upon the written request of either party. The rules of the Chartered Institute of Arbitrators, Kenya shall apply to such arbitration. The arbitration shall take place in Nairobi and shall be conducted in English language. The decision of the arbitrator shall be final and binding on the parties.

21) For the Purposes of notices, the address KSG shall be The Director General, The KSG, National Office at Lower Kabete , Nairobi, P.O. Box 23030-00604, and Tel: 020-4015000, Nairobi, Kenya.

The Address of the Supplier shall be the Suppliers address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

**IN WITNESS** whereof, the parties hereto have caused this Agreement to be executed in accordance with the Laws of Kenya, the day and year first above written.

**SIGNED FOR AND ON BEHALF  
OF KSG  
DIRECTOR GENERAL-KSG**

**SIGNED ON BEHALF OF THE DIRECTOR GENERAL BY;**

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**DIRECTOR**

**IN THE PRESENCE OF:-**

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**PRINCIPAL PROCUREMENT OFFICER**

**SIGNED BY AND ON BEHALF  
OF THE SUPPLIER**

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