

REPUBLIC OF KENYA



MIGORI COUNTY ASSEMBLY

**MIGORI COUNTY ASSEMBLY
P.O BOX 985– 40400
MIGORI.**

PROPOSED DRILLING AND EQUIPING MCA BOREHOLE

MCA/T/04/2022-2023

APRIL, 2023

INTRODUCTION

- 1.1 This standard tender document for procurement of equipment has been prepared for use by public entities in Kenya in the procurement of all types of equipment as per the Public Procurement and Assets Disposal Act 2015.
- 1.2 The following general directions should be observed when using the document;
 - (a) Specific details should be furnished in the invitation to 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 tenderers and the General conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and appendix to instructions to tenderers respectively.
- 1.3
 - (a) 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.
 - (c) The invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following an invitation for expression of interest for which the invitation is issued.
- 1.4 The cover of the tender document should be modified to include:
 - I. Tender number.
 - II. Tender name.
 - III. Name of procuring entity.

SECTION I - INVITATION FOR TENDERS
Date 20th April, 2023

Tender REF No: MCA/T/04/2022-2023

Tender name: PROPOSED DRILLING AND EQUIPING MCA BOREHOLE

Detailed tender documents can be downloaded from our website-
www.migoriassembly.go.ke or [Public Procurement Information Portal\(PPIP\)-www.tendersgo.ke](http://www.tendersgo.ke).

Duly completed tender documents in plain sealed envelopes clearly marked with relevant category tender number and description should be addressed to:

THE CLERK
MIGORI COUNTY ASSEMBLY
P.O. BOX 985-40400
SUNA-MIGORI

Or be deposited in the tender box situated at The Migori County Assembly, on or before 4th May, 2023 at 10.00am

Tenders will be opened immediately thereafter in the presence of tenderers or their representatives who may wish to attend at the County Assembly Cafeteria. We shall ensure that the representatives who will choose to attend shall be screened and sanitized before accessing the tender opening venue.

Bidders will also be expected to maintain social distance of at least 1.5 meters away during tender opening.

Late bids will not be accepted.

Any inquiry can be channeled through email address: ***odiwuoroluoch54@gmail.com***

SIGNED BY: ODIWUOR HESBORN OLUOCH
AG, SUPPLY CHAIN MANANGEMENT OFFICER 1
FOR: THE CLERK, MIGORI COUNTY ASSEMBLY

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

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs .5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
 - (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements

- (v) Details/Specifications of the motor vehicles
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form

- (xii) Declaration Form
- (xiii) Request for Review Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring 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 the 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 candidates who have received the tender documents.

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

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

2.5 Amendment of Tender Documents

2.5.1 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 issuing and addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6 Language of Tenders

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

2.7. Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

2.8. Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

2.11.1 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 it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

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

2.12.2 The tender security shall not exceed 2 per cent of the tender price.

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

- a) Cash.
- b) A bank guarantee.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

2.12.6 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

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 150 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

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

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

2.15 Submission, Sealing and Marking of Tenders

2.15.1 The Tenderer shall submit electronically and provide hard similar copy of what has been submitted electronically, in a single, sealed envelope (one (1) envelope process). The Tenderer shall place the following separate, sealed envelopes:

Inner Envelops:

- a) In an envelope marked "ORIGINAL", all documents comprising the Tender, as described in ITT; and
- b) In an envelope marked "COPIES", all required copies of the Tender; and
- c) If alternative Tenders are permitted in accordance with ITT, and if relevant:
 - i) In an envelope marked "ORIGINAL-ALTERNATIVE TENDER" the alternative Tender; and
 - ii) in the envelope marked "COPIES - ALTERNATIVE TENDER" all required copies of the alternative Tender

The inner envelopes shall:

- a) Bear the name and address of the Tenderer;
- b) Be addressed to the Procuring Entity in accordance with ITT;
- c) Bear the specific identification of this Tendering process indicated in accordance with ITT; and
- d) Bear a warning not to open before the time and date for Tender opening.

The outer envelope (s) in which the inner envelopes are enclosed shall:

- a) Be addressed to the Procuring Entity in accordance with ITT
 - b) Bear the specific identification of this Tendering process indicated in accordance with ITT; and
 - c) Bear a warning not to open before the time and date for Tender opening.
- 2.15.2 Duly completed tender documents in plain sealed envelopes clearly marked with relevant category tender number and description should be addressed to:

**THE CLERK
MIGORI COUNTY ASSEMBLY
P.O. BOX 985-40400
SUNA-MIGORI**

2.15.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that are misplaced or opened prematurely will not be accepted.

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

2.16.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

2.16.3 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than Thursday 4th May, 2023 at 10.00 a.m.

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

2.17. Modification and Withdrawal of Tenders

2.17.1 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.

- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at *10.00 a.m. on 4th May, 2023* and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 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.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 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.
- 2.19.2 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.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 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.
- 2.20.2 Section 74(2) Subject to section 79(2)(b) of the Act 2020, any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be

considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.

2.20.3 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 affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, 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.

2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

2.21.1 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.

2.22. Evaluation and Comparison of Tenders

2.22.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers.

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

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

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

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

2.23. Contacting the Procuring entity

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

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

2.24 Post-qualification

2.24.1 The Procuring entity will verify and 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.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 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 Tenderers' capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.26. Procuring entity's Right to accept or Reject any or all Tenders

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

2.26.2 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.

2.26.3 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.

2.27 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 subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

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 contract will be definitive upon its signature by the two parties.

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

2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

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

2.30.2 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

2.30.3 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 Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, 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 specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

Appendix to instructions to Tenderers

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

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
Tender Currencies	<i>As per 2.10 above</i>
Address	<i>As per 2.15.2 above</i>
Deadline for Submission of Tenders	<i>As per 2.16.1 above</i>

Opening of tenders	<i>As 2.18.1 above</i>

(Complete as necessary)

SECTION III - GENERAL CONDITIONS OF CONTRACT

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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 Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

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

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, 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 contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

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

3.6 Performance Security

3.6.1 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 SCC

3.6.2 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.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

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

3.6.4 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 Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

3.8. Payment

- 3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

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

3.11. Termination for Default

- 3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:
- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
 - (b) If the Contractor fails to perform any other obligation(s) under the Contract
 - (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 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, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any

excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

- 3.13.1 The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 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.

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

SECTION IV -SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

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
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 insurance cover required. 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 specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.



REPUBLIC OF KENYA
MIGORI COUNTY GOVERNMENT

PROPOSED DRILLING AND EQUIPING

OF

COUNTY ASSEMBLY BOREHOLE

MIGORI COUNTY

BILLS OF QUANTITIES.

MIGORI COUNTY ASSEMBLY
P.O BOX 985- 40400

APRIL, 2023

A) COST ESTIMATE FOR DRILLING, CONSTRUCTION, DEVELOPMENT, TEST PUMPING AND WATER QUALITY ANALYSIS FOR MIGORI COUNTY ASSEMBLY

The site shall be located at Migori County Assembly premise- Suna East Sub county. The proposed depth is 180m deep but actual depth to be drilled and paid for shall be as recommended in the hydro geological survey report.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST (KSH)	TOTAL
1	Mobilization and demobilization of the whole drilling unit, personnel, stores and site restoration-including erecting and dismantling				
2.	Drilling the borehole to the maximum depth as follows: 1. Open hole diameter of 264mm for surface 2. Open hole diameter 213mm	M M	22 148		
3.	Supply and install 213mm, 4.8mm thick diameter plain sheet steel casing to surface	M	22		
4.	Supply and install 162mm diameter, 4.8mm thick steel plain casing	M	110		
5.	Supply and install 162mm diameter, 4.8mm thick slotted (screen) steel casing	M	60		
6.	Supply and install filter gravel pack of 2-4mm grain size	TON	15		
7.	Development of completed borehole air lift technique	HR	10		
8	<u>TEST PUMPING WORKS</u> a) Collection draw down, discharge in operation of: i. Step draw-down and calibration ii. Constant discharge b) Recovery measurements after operation i. Above C) Installation and removal of test pumping unit d) supply and insert special clay/bentonite or cement for grouting	HR HR HR LS UNIT Y	7 30 20 LS LS		

9.	Construct concrete slab 1.5m*1.5m*1m thick (to support well head and provide hermetic seal for borehole)	NO	1		
10.	Supply water for drilling and camp use	NO	LS		
11.	Collect, store and pack the formation drill samples at 2m interval	NO	75		
12.	Collection of water sample of 1litre from borehole for full physical, chemical and bacteriological analysis after pumping test, including transporting to laboratory	UNIT Y	LS		
13.	Supply and install borehole cap	UNIT Y	LS		
14.	Prepare and submit borehole completion report	UNIT Y	LS		
15.	Allow for Hydrogeological survey report	UNIT Y	LS		
16.	Allow for EIA authorization	UNIT Y	LS		
17.	Allow for WRA drilling authorization	UNIT Y	LS		
18.	Allow for NEEMA approval	UNIT Y	LS		
	SUB TOTAL				
19.	Allow for supervision of drilling and drilling related works				
	GRAND TOTAL				

B) COST ESTIMATE FOR EQUIPING OF MIGORI COUNTY ASSEMBLY BOREHOLE

1.0PRELIMINARIES AND GENERAL ITEMS

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1.1.1	Mobilization of materials, equipment and personnel site	item	Lump sum	50,000	50,000
1.1.2	Supervision of works by water department staff	item	Lump sum	50,000	50,000
	SUB TOTAL FOR PRELIMINARIES				100,000

	AND GENERAL ITEMS				
--	--------------------------	--	--	--	--

2.0 SUPPLY, DELIVERY AND INSTALLATION OF SOLAR POWERED SUBMERSIBLE PUMP

S/NO	ITEM DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.1	Supply, install and test a solar powered centrifugal submersible pump c/w a 1PH delivery water at a rate of 1.5m ³ /hr against a head of 130m of water	NO	1		
2.2	Supply, deliver and install 195/200w, 24V DC,PV Crystalline solar modules	NO	12		
2.3	Supply, deliver and install SV2 2.2kw 1 PH Sunverter	NO	1		
2.4	2.5mm x4 core submersible drop cable	M	180		
2.5	1 1/4" standard 3m pipe	NO	50		
2.6	1 1/4" adaptor set	NO	1		
2.7	Adaptor box 4x4x3	NO	1		
2.8	PVC 25mm diameter class D pipes	NO	30		
2.9	6mmx4 core U/G cable	M	25		
2.10	1.5mm x2 core U/G Cable	M	70		

2.11	Londex Dual core cable	M	120		
2.12	Borehole cover 1 ¹ / ₄ x6 W/OB/VALVE	NO	1		
2.13	PV Disconnect Switch	NO	1		
2.14	Float Switch				
2.15	Well probe sensor	NO	1		
2.16	Multijet water meter	NO	1		
2.17	Fabricate 3m high galvanized steel structure for mounting of solar modules as shall be directed	NO	1		
2.18	Allow for installation labour and transport costs	NO	1		
2.19	Allow for installation sundries	NO	1		
	SUB TOTAL				

3.0 FABRICATION AND ERECTION OF 10M HIGH STEEL ELEVATED TOWER WITH 10M³ Upvc TANK

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL AMOUNT (KSHS)
3.1	Clear site off bushes and shrubs and level the ground to allow for setting up work	M ²	25		
3.2	Set up the tower footings as per the drawing provided [750mm x 70mm x 1200mm]	No.	4		
3.3	Excavate in medium hard soil for the footing and dispose	M ³	2.7		

	surplus material as directed				
3.4	Supply and place hardcore fill 300mm thick compact with 75mm thick murram blinding using a suitable rammer	M ³	2.2		
3.5	Cast 50mm thick mortar blinding 1.2 [cement: sand] mix	M ³	0.5		
3.6	Cut ,bend and fix in position Y12 double reinforcement footing anchoring of the tower 100mm c/c	NO	6		
3.7	Prepare all materials and cast 1:2:4 reinforced concrete using 2-4mm coarse concrete	M ³	2.7		
3.8	Fabricate 75mm x 75mm by 3mm thick square hollow section – 6m high with not less than 600mm grounded on the ground	NO	4		
39	a) Tie the columns with properly welded 75mm x 75mm x 3mm square tubes at intervals of 1500mm as shown in the drawing	NO.	7		
		NO.	20		

	b) Weld 50mm x50mm x3mm brackets to the column diagonally from the lowest tie to the highest tie with same size of angle lines in [a] above				
3.10	a.) Fabricate major frame to the tower evenly from the platform to receive tank as shown in the drawing	NO.	3		
	b.) Dissect main rails at 150mm equidistantly both ways using 75mm x 75mm x 3mm square hollow sections	NO.	7		
3.11	a.) Supply, cut and weld properly 40mm x 40mm x 3mm square hollow sections 1.2m high for guard rails at 600mm c/c	NO.	6		
	b.) supply, cut and weld 40mm x 40mm x 3mm square hollow section across the guard rail all round as shown in the drawing	NO.	8		
3.12	a.) Fix 2mm thick gauge 14 mild steel plate to the tower to provide tank rest	NO.	3		

	b.) Fix 2mm thick chequered plate to the tower for the walkway	NO.	3		
3.13	Fabricate ladder to the tower and cast to the ground as hereunder: a.) 40mm x 40 mm x 3 mm square hollow section ladder frames 14m high	NO.	2		
	b.) 20mm X 20mm x 2mm ladder rungs at 300mm intervals and 200mm wide	NO.	2		
3.14	Weld 40mm x 40mm x 3mm square hollow sections to the tower columns that is grouted underground for stabilization of the tower	NO.	1		
3.15	Apply and 1 coat of primer and 2 coats of aluminum paint to the fabricated stand	M ²	515		
3.16	Supply and hoist 10m ³ litre Upvc tank to the steel structure fabricated complete with all the necessary plumbing works	NO.	1		
	Sub Total				

4.0 PIPELINES

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST[KSHS]	TOTAL AMOUNT
4.1.0	Rising Main				
4.1.1	Excavate, lay and backfill for trenches not less than 0.45m wide and 0.7m deep for the rising main.	CM	32		
4.1.2	Purchase and deliver to site 50mm diameter HDPE PN 10 for the rising main.	Roll	1		
4.2.0	Distribution line to kiosk No.1				
4.2.1	Excavate ,lay and backfill for trenches not less than 0.45m wide and 0.7m deep for the distribution to water kiosk and polytechnic tank	CM	95		
4.2.2	Purchase and deliver to site 1 ^{1/2} " {50mm}diameter HDPE PN 10 for the distribution to water kiosk and polytechnic tank	Roll	3		
4.2.3	Allow for the supply, delivery and installation of all assorted fittings required for installation of the rising, distribution and all reticulation including to the	Item	Lump sum		

	main storage tank				
	SUB TOTAL FOR ITEM NO.4				

SUMMARY

S/NO	Description	Amount Kes
1	Preliminaries and general Items	400,000.00
2.	Allow a provisional sum of Kenya shillings six hundred thousand (Kshs. 500,000) only for Contingencies	500,000
3.	Solar Powered Pumping unit	
4.	10 M High Tank Tower and Plastic Tank	
5.	Pipelines	
	Add 16% VAT	
	GRAND TOTAL	

AMOUNT IN WORDS, KENYA SHILLINGS _____

MAIN CONTRACTOR _____

ADDRESS _____

SIGNATURE _____

DATE _____

WITNESS NAME _____

SIGNATURE _____

DATE _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Which ever applies 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. & Name of Premise
Street/Road
Postal Address Tel. No. Fax
Email

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 fullAge

Nationality Country of origin

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

	Name	Nationality	Citizenship	Details	Shares
1.
2.
3.
4.

5.....

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs..

Issued Kshs.....

Give details of all directors as follows

Name Nationality Citizenship Details Shares

1.....
.....

2.....

3.....

4.....

5.....

Date..... Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

Part 2 (d) – Interest in the Firm:

Is there any person/persons in Migori County Assembly in general who has interest in this firm? Yes/No (Delete as necessary).

I certify that the above information is correct.

.....

(Title)

(Signature)

(Date)

*Attach proof of citizenship

TENDER SECURITY FORM

Whereas [] (hereinafter called < > has submitted its bid dated [] for the DRILLING AND EQUIPING MIGORI COUNTY ASSEMBLY BOREHOLE (hereinafter called < ?

KNOW ALL PEOPLE by these presents that WE [] of [], having our registered office at [name of building/premises] (hereinafter called < > in the sum of [] for which payment well and truly to be made to the said MCA, 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 MCA on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the MCA during the period of tender validity

Fails or refuses to execute the Contract Form, if required; or fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

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

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 stated date.

[Authorized Signatories and official stamp of the Bank]

PERFORMANCE SECURITY FORM

To:

[Name of MCA]

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 insurance services] (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 a 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 figures], 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 of money within the limits of
[Amount of guarantee] as aforesaid, without your 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 ____

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

LETTER OF NOTIFICATION OF AWARD

Address of MCA

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

FORMAT OF CURRICULUM VITAE (CV) FOR PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks, which will be assigned;

i).....

.....

ii).....

Relevant Tasks previously assigned (Please provide dates & locations)

i).....

.....

ii).....

.....

iii).....

.....

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____

[Signature of staff member]

_____ Date: _____

[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

FORMAT FOR PRESENTATION OF RELEVANT EXPERIENCE

Relevant five assignments carried out in the Last Three Years

That best illustrates your experience (At least 3 Corporate Clients).

Using the format below, provide information on five of each reference assignment for which your firm either individually as a corporate entity or in association, was legally contracted.

Assignment Name:		Country	
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):	
Name of Client:			
Address:		Duration of Policy with Client	
Start Date (Month/Year):	Completion Date (Month/Year):	Date:	Total quote (in Kshs)
Name of Senior Staff (Project Director/Coordinator,		Team Leader) Involved and Functions Performed:	
Narrative Description of Service:			

Full Description of Actual Services Provided by Your Staff:

Firm's Name: _____

Name and title of signatory; _____

DECLARATION FORM

STATEMENT OF VERIFICATION THAT THE TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT 2005.

I,of P. O. Box being a resident of in the Republic of Kenya do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
.....

(Name of the Company) who is a Bidder in respect of Tender No. To supply goods, render services and/or carry out works for Migori County Assembly and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.

3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been requested to pay any inducement to any member of the Commissioners, Management, Staff and/or employees and/or agents of Migori County Assembly, which is the procuring entity.

4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Commissioners, Management, Staff and/or employees and/or agents of Migori County Assembly

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....

(Title)

(Signature)

(Date)

SECTION VI - SCHEDULE OF REQUIREMENTS

APPENDIX TO CONDITIONS OF CONTRACT

Appendix to Instructions to Tenderers

- Where there is a conflict between the provisions of the instructions to candidates and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to the candidates.
- General and Special Conditions of Contract shall be considered.

A: Preliminary Evaluation

1	The Employer is	<i>County Assembly of Migori Address: P.O. Box 985 – 40400, Suna</i>
2	Employer’s Representative	<i>County Assembly Clerk Address: P.O. Box 985– 40400, Suna</i>
3	Tender Price	<ul style="list-style-type: none"> <i>i. Candidates shall quote prices in accordance with the schedule of prices provided in this tender document and shall be expressed in Kenya Shillings.</i> <i>ii. Prices quoted should be net inclusive of all taxes and must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing date of the tender</i>
4	Evaluation Criteria	<p><u><i>Preliminary Evaluation</i></u> <i>Shall consist and not limited to all Mandatory Requirements</i></p> <ul style="list-style-type: none"> <i>i. Certified Certificate of Registration</i> <i>ii. PIN Certificate</i> <i>iii. Certified Valid Tax Compliance Certificate</i> <i>iv. Certified Valid Single Business permit</i> <i>v. Tender Completeness</i> <i>vi. All pages for the bid submitted serialized</i> <i>vii. Certified copy of CR12 form</i> <i>viii. NSSF Compliance Certificate</i> <i>ix. NHIF Compliance Certificate</i> <i>x. Price Commitment letter</i> <i>xi. 2% bid bond</i> <i>xii. NCA7 and above</i> <i>xiii. Letter of no objection</i> <i>xiv. Business Questionnaire Filled and stamped</i> <i>xv. Eligibility statement</i> <p><u><i>Detailed Evaluation (Only Firms attaining minimum Score of 70% shall proceed to Financial Evaluation)</i></u></p> <p><u><i>Financial Evaluation (Maximum Score – 30%)</i></u></p>

Award will be based on weighted average score. Where the highest weighted score shall be ranked number one.

NB: Firms which fails to submit mandatory requirements as stated above shall not move to Technical stage

B: Technical Evaluation

No.	Evaluation Criteria	Evaluation attribute	Weighting score	Maximum score	
1.	Financial Capacity	Bank Statement for twelve (12) months period to date (10 marks)	Cash flow of 5 Million and above = 10 marks. Other prorated at: Amount of bank balance x Marks/5 Million	10 Marks	
2	Audited Accounts	Certified Audited Accounts for 2019,2020 and 2021.	5 Marks per financial year	15 Marks	
3	Experience of the firm	No. of years in the industry (certificate of incorporation)	-5 years and above =10 mks other prorated at: No. of years x 10marks /5 years.	10 Marks	
4.	Technical Capacity	Evidence of previous works with similar magnitude (At least 5 projects) Provide a valid list of the projects	-5 projects and above =15 mks other prorated at: No. of projects x 15marks /5 projects.	15 Marks	
5.	Qualifications	Provide a list of two (2) qualified staff with professional qualifications on	(5 marks for each staff)	10 Marks	

		building work who will handle the project (attach relevant CVs for the professional staff (5 marks for each staff)			
	Total Marks			60	

NOTE:

Technical Evaluation (Only Firms attaining minimum Score of 70% shall proceed to Financial Evaluation)

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 Securing Declaration Form:* Is MANDATORY for this particular tender where tenderers have not been asked to provide tender security.
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. *Manufacturers Authorization Form:* When required this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

6.0 Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
3.6 Performance security from the underwriter.	
3.7 Delivery of Services	
3.8 Payment	
3.16 Applicable law	Shall be the laws of Kenya
3.18 Notices	The Clerk, Migori County Assembly P.O. Box 985-40400 MIGORI

7. Delivery Period

The contract period is one year from commencement date. However, renewal for one-year subject to appraised performance of the service provider

The procuring entity however reserves the right to terminate the contract at any stage on the basis of provider's poor performance and failure to rectify the said poor performance in the timelines set out in the contract.

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. Form of TENDER - The form of Tender must be completed by the tenderer and submitted with the tender documents. tenderer. It must also be duly signed by duly authorized representatives of the
2. Price Schedule Form - The price schedule form must similarly be completed and submitted with the tender.
3. 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.
4. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
5. Tender Security Form - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the MCA.
6. Authorization Form – The firm’s authorization form shall be completed and signed by the recommended Hotel/Caterer if not self and submitted with the tender
7. Declaration Form – Must be completed by the tenderer and submitted with the tender documents
8. 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 form provided herein or in another form acceptable to the MCA.

Form of Tender

To:

Date: _____

The Clerk,

Migori County Assembly,
P.O. Box 985-40400

MIGORI.

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of
.....[Total Tender amount in words and figures Inclusive of VAT]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 provide Cafeteria Management Services with the conditions of the tender.

3. We agree to abide by this Tender for a period of 150 [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.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2023

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Signature of tenderer _____

Official Rubber Stamp _____

.

Contract Form

THIS AGREEMENT made
the _____ day of _____ 20_____ between ----- [name of
Procurement entity] of ----- [country of Procurement entity] (hereinafter called “the MCA”) of the
one part and ----- [name of tenderer] of ----- [city and country of tenderer]
(hereinafter called “the tenderer”) of the other part:

WHEREAS the MCA invited tenders for Drilling and Equipping Migori County Assembly
Borehole office and has accepted a tender by the tenderer for the supply of the services in the
sum of _____

_____ [contract price in
words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) the MCA’s Notification of Award
3. In consideration of the payments to be made by the MCA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the MCA to provide the Security Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The MCA hereby covenants to pay the tenderer in consideration of the provision of the services 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 MCA)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Which ever applies 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. & Name of Premise
Street/Road
Postal Address Tel. No. Fax
Email

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 fullAge

Nationality Country of origin

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

	Name	Nationality	Citizenship	Details	Shares
1.
2.
3.
4.

5.....

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs..

Issued Kshs.....

Give details of all directors as follows

Name Nationality Citizenship Details Shares

1.....
.....

2.....

3.....

4.....

5.....

Date..... Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

Part 2 (d) – Interest in the Firm:

Is there any person/persons in Migori County Assembly in general who has interest in this firm? Yes/No (Delete as necessary).

I certify that the above information is correct.

.....

(Title)

(Signature)

(Date)

*Attach proof of citizenship

TENDER SECURITY FORM

Whereas [] (hereinafter called < > has submitted its bid dated [] for the DRILLING AND EQUIPPING MIGORI COUNTY ASSEMBLY BOREHOLE (hereinafter called < ?

KNOW ALL PEOPLE by these presents that WE [] of [], having our registered office at [name of building/premises] (hereinafter called < > in the sum of [] for which payment well and truly to be made to the said MCA, 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:-

3. If the tenderer withdraws its tender during the period of tender validity specified by the MCA on the Form; or
4. If the tender, having been notified of the acceptance of its tender by the MCA during the period of tender validity

Fails or refuses to execute the Contract Form, if required; or fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

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

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 stated date.

[Authorized Signatories and official stamp of the Bank]

PERFORMANCE SECURITY FORM

To:

[Name of MCA]

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 insurance services] (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 a 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 figures], 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 of money within the limits of
[Amount of guarantee] as aforesaid, without your 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 ____

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

LETTER OF NOTIFICATION OF AWARD

Address of MCA

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.

- ~~4. Please acknowledge receipt of this letter of notification signifying your acceptance.~~
5. 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.
6. 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

FORMAT OF CURRICULUM VITAE (CV) FOR PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks, which will be assigned;

i).....

.....

ii).....

Relevant Tasks previously assigned (Please provide dates & locations)

i).....

.....

ii).....

.....

iii).....

.....

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____

[Signature of staff member]

_____ Date: _____

[Signature of authorized representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

FORMAT FOR PRESENTATION OF RELEVANT EXPERIENCE

Relevant five assignments carried out in the Last Three Years

That best illustrates your experience (At least 3 Corporate Clients).

Using the format below, provide information on five of each reference assignment for which your firm either individually as a corporate entity or in association, was legally contracted.

Assignment Name:		Country	
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):	
Name of Client:			
Address:		Duration of Policy with Client	
Start Date (Month/Year):	Completion Date (Month/Year):	Date:	Total quote (in Kshs)
Name of Senior Staff (Project Director/Coordinator,		Team Leader) Involved and Functions Performed:	
Narrative Description of Service:			

Full Description of Actual Services Provided by Your Staff:

Firm's Name: _____

Name and title of signatory; _____

DECLARATION FORM

STATEMENT OF VERIFICATION THAT THE TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT 2005.

I,of P. O. Box being a resident of in the Republic of Kenya do hereby make a statement as follows:-

6. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
.....

(Name of the Company) who is a Bidder in respect of Tender No. To supply goods, render services and/or carry out works for Migori County Assembly and duly authorized and competent to make this statement.

7. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.

8. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been requested to pay any inducement to any member of the Commissioners, Management, Staff and/or employees and/or agents of Migori County Assembly, which is the procuring entity.

9. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Commissioners, Management, Staff and/or employees and/or agents of Migori County Assembly

10. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....

(Title)

(Signature)

(Date)

