


<p><b><u>PROCURING ENTITY</u></b></p>	 <p>KENYA GOOD NEIGHBORS, P.O BOX 1641-00621, NAIROBI KENYA. <b>EMAIL</b> <a href="mailto:procurement@goodneighbors.ke">procurement@goodneighbors.ke</a></p>
<p><b><u>TENDER NO:</u></b></p>	<p>KGN/OD/007/2023</p>
<p><b><u>TENDER NAME</u></b></p>	<p>PROPOSED DRILLING OF A BOREHOLE AT NGATATAEK, KAJIADO COUNTY</p>
<p><b><u>SITE OF WORKS</u></b></p>	<ul style="list-style-type: none"> <li>• MATAPATO NORTH- WARD</li> <li>• KAJIADO CENTRAL- SUB COUNTY</li> <li>• COORDINATES (-2.4033051,36.8478439)</li> </ul>
<p><b><u>CLOSING DATE</u></b></p>	<p>Friday 4<sup>th</sup> August 2023</p>
<p><b><u>CLOSING TIME</u></b></p>	<p>4:00P.M.</p>
<p><b><u>CONTENTS</u></b></p> <ul style="list-style-type: none"> <li>• TENDERING DOCUMENTS</li> </ul>	

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## INTRODUCTION

1. KENYA GOOD NEIGHBORS (hereafter, “KGN”) was founded in December 1995. It was the first of the 13 field Countries in Africa that Good Neighbors International has built for international relief and development programs including vocational training at Jirani Centre, health clinics, community dam construction, school construction in the biggest slum area, social enterprise, etc.

We implement Community Development Projects by supporting the stable and self-sufficient development of a community through projects focused on education, health, water and sanitation and income generation in 7 communities. Also, we run advocacy programs to protect human rights, especially of the child, and implement humanitarian projects for refugees with UNHCR.

### 1. SCOPE OF PROPOSED TENDER

1.1. The works under consideration shall comprise of Drilling and casing of **One (1)** borehole. The client has conducted the required Geo Physical Surveys and established the maximum drilling depth to be 250 Meters.

## INSTRUCTION TO TENDERERS

2. **Completed tenders must be delivered in a single sealed envelope** bearing the Reference number of the Tender, addressed to the Procuring Entity to Kenya Good Neighbors Head Office in Ruiru **by 16:00 of 4<sup>th</sup> August 2023 (Friday)** *along 3 rd Sunrise Avenue in Ruiru off Eastern Bypass Between Greenspot Gardens/Brook Breeze Apartments and Deliverance Church. Left-hand side After Greenspot Gardens Carpark and of Coordinates (-1.16637, 36.96845).*
3. Duly completed documents should also be returned by email to: [procurement@goodneighbors.ke](mailto:procurement@goodneighbors.ke) before/ **by 16:00 of 4<sup>th</sup> August 2023 (Friday)** East African

Time, addressed to the Procurement Committee. **Please name the title of your email as “Company Name/OD/007 Borehole Drilling”**. For example, if the name of your company is ABCD, then please name your email title as “ABCD/OD/007 Borehole Drilling”.

4. For a tenderer to be considered responsive, **it shall be mandatory to submit both hardcopy and softcopy on time.**
5. **All soft documents should be in non-editable format such as PDF.**
6. **Please DON'T combine any documents.** All documents submitted should be **properly named individual documents** and they **should be compressed into ONE ZIP FILE**. Please **name the ZIP FILE in the same way as your email title, that is “Bidder Name/OD/007 Borehole Drilling”**.
7. Mandatory submission includes:
  - A. Valid Tax Compliance Certificate
  - B. K.R.A. Pin certificate
  - C. Valid Certificate of Incorporation/ Registration
  - D. Trade License
  - E. CR12 form
  - F. Company profile including a detailed organization structure, major service of the company, location of the company etc.
  - G. Utility bills of May and June 2023
  - H. Share a list of equipment with evidence or share contracts or MOUs with the government
  - I. List of key personnel and their qualifications with CVs attached.
  - J. Valid Water works licenses.
  - K. Work profile: **list of ongoing and previous projects with evidence** attached which include L.P.Os, contracts/agreements, project completion certificates (for completed projects), contact

persons, phone numbers, and email addresses of the clients. Please only submit experience from 2020.

L. Bills of Quantities

- i. Tenderer to fill the standard bills of the quantities for the drilling and casing of the borehole attach. Depth of Consideration is a maximum of 250 Meters.

1) **VAT:** please be clear in the quotation about whether VAT is inclusive.

2) **Payment schedule:** The client shall only pay upon completion and a satisfactory quality check of the work.

c) **Time Schedule:** schedule to complete the work.

d) Litigation history (sworn affidavit).

e) Proposed work methodology

f) External financial audited reports for the last two (2) financial years (at least 2 reports). The reports should be authentic & valid audited final reports and accounts which meet all the requirements set by Auditing bodies.

8. Late submission will be considered a non-responsive application. Failure to furnish all information required or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderer's risk and any result in the rejection of its tender.

9. In this tender process, KGN may have access to and receive from the tenderers non-public business information, regarding its business, sales, operation, and/or former or current customers. KGN agrees to maintain the confidentiality of such information and shall not use, divulge, furnish, or make accessible such information to anyone other than authorized employees and agents as necessary to carry out the tender evaluation.

## **ELIGIBLE TENDERERS**

11. This tender is open to ALL tenderers, with the exclusion of:

- b) Lineal families and close relatives, beneficial owners, shareholders, members of governance, and key stakeholders of KGN; and
- c) Tenderers who have a history of engaging in corruption or fraud and who have a criminal record.

12. If a tenderer is a joint venture, a joint venture agreement shall be submitted. The agreement must stipulate:

- b) The duties of each participant towards the joint venture.
- c) The reason the joint venture has been established.
- d) The start and end date of the joint venture.
- e) The persons who will be the representatives of the joint venture; and
- f) Conflict resolution measure (i.e., mediation or arbitration).

### **COST OF TENDERING**

13. Tenderers shall bear all costs associated with the preparation and submission of their tender. KGN in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **CLARIFICATION OF TENDER DOCUMENTS**

14. Tenderers can make inquiries on tender documents through the email address [procurement@goodneighbors.ke](mailto:procurement@goodneighbors.ke) no later than 16:00 on 2<sup>nd</sup> August 2023(Wednesday).

15. KGN shall reply to clarifications sought by the tenderer within two (2) days of receiving the request to enable the tenderer to submit its tender on time.

16. Any **telephone canvassing** from any of the tenderers shall not be allowed and will lead to automatic disqualification.

## **AMENDMENT OF TENDER DOCUMENTS**

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

18. The amendment shall be notified on the KGN website, and such amendment(s) will be binding on all tenderers.

19. To allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KGN, at its discretion, may extend the deadline for the submission of tenders.

## **LANGUAGE OF TENDER**

20. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and KGN, shall be written in English language.

21. 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.

## **TENDER PRICES**

22. 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 without justification for unavoidable circumstances (which KGN reserves the right to accept the explanation or not) will be treated as non-responsive and will be REJECTED.

## **TENDER CURRENCIES**

23. Prices shall be quoted in Kenya Shillings unless otherwise decided.

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

## **FORMAT AND SIGNING OF TENDER**

25. All documents should be in a non-editable format such as PDF.
26. All documents including certificates, the affidavit, official letters, and so forth shall be duly authorized by the issuer as per the established mode of officialization or custom dictates.
27. 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 signed by the person or persons signing the tender.

## **DEADLINE FOR SUBMISSION OF TENDERS**

28. KGN may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of KGN and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

## **CLARIFICATION OF TENDERS**

29. To assist in the examination, evaluation, and comparison of tenders KGN may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing by email, and no change in the prices or substance shall be sought, offered, or permitted before awarding a contract.
30. Any effort by the tenderer to influence KGN in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tender.

## **PRELIMINARY EXAMINATION AND RESPONSIVENESS**

31. KGN will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.
32. KGN may waive any minor informality or nonconformity or irregularity in a tender that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.



## **EVALUATION AND COMPARISON OF TENDERS**

33. KGN will evaluate and compare the tenders which have been determined to be substantially responsive.
34. The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the goods.
35. KGN's evaluation of a tender will comprise the below:
- a. Eligibility check
  - b. Technical evaluation
  - c. Financial evaluation
  - d. Due diligence
36. KGN reserves the right to accept or reject any tender 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 KGN's action.
37. A tenderer who gives false information in the tender document about its qualification or who refuses to enter a contract after notification of contract award shall be debarred from future tendering opportunities placed by KGN.

## **AWARD OF CONTRACT**

38. Prior to the expiration of the period of tender validity, KGN will notify the successful tenderer in writing that its tender has been accepted.
39. The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and KGN. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

40. A contract template shall be provided by KGN and reviewed together with the successful tenderer. The contents of the sample contract shall be subject to discussion and negotiation. Upon exchange of opinion and consent, both parties shall sign and effect the contract.

### **SIGNING OF CONTRACT**

41. Both parties shall keep an original copy of the contract.

42. The parties to the contract shall have it signed within ten (10) business days from the date of notification of contract award unless there is an administrative review request.

### **CORRUPT OR FRAUDULENT PRACTICES**

43. The successful tenderer shall observe the highest ethical standards of the industry on the execution of the contract.

44. KGN will reject a proposal for an award if it determines that the tenderer recommended for the award has engaged in corrupt or fraudulent practices in competing for the contract in question.

### **ADVANCED PAYMENT**

45. The Client shall not provide any funds to the chosen tenderer as an advance payment or mobilization fee.

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End of Document

**PROPOSED DRILLING,CASING , DEVELOPMENT & TEST PUMPING OF ONE (1)  
BOREHOLE NEAR NGATATAEK SHOPPING CENTRE, KAJIADO COUTY**

**BQ REF NO : KGN/BS/2023-005**

Item	Description	Amount
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A	<p><b><u>Pricing of Items of Preliminaries</u></b></p> <p>Wherever, in the Contractor's priced Bills of Quantities, no price appears against an item of Preliminaries the value of such item shall be deemed to be included in his prices for the other items in the Bills of Quantities.</p>	
B	<p><b><u>Site of the Works</u></b></p> <p>The works shall be carried out in Ngataek, within the boundary of the chief camp, Kajiado County. The Contractor is advised to visit the site and will be deemed to have satisfied himself with regard to the conditions of the site, the nature of the materials and conditions under which the works will have</p>	
C	<p>to be carried out, the supply of and conditions affecting labor and the facilities. No claim by the Contractor for additional payment will be allowed on the ground of any misunderstanding or misapprehension in respect of any such matter.</p>	
D	<p><b><u>General Description of Works</u></b></p> <p>The said works shall generally involve:</p> <p>Drilling of One (1) Borehole, casing, development, and test pumping.</p> <p>Handing over borehole completion report and chemical analysis report.</p> <p><u>Taxes</u></p> <p>The submitted unit prices and any provisional sums shall be inclusive of all the applicable taxes in Kenya</p>	
	Carried to Collection	

<u>Item</u>	<u>Description</u>	Amount
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<p>A</p> <p>B</p> <p>C</p> <p>D</p> <p>E</p>	<p><u>Method of Measurements</u></p> <p>The Bills of Quantities have been prepared in accordance with the general principles of the Standard Method of Measurements, of Building Works for East Africa, First Metric Edition 1970. The same principles will equally apply to the measurements of Variations. In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally, take precedence. Before implementing any variations the Contractor should seek approvals from the client.</p> <p>Thus, All Quantities shall be subject to remeasurement upon Execution and the client shall only pay based on the remeasured approved quantities.</p> <p><u>Security</u></p> <p>The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.</p> <p><u>Water and Electricity for the Works</u></p> <p>The Contractor shall provide, at his own risk and cost, all necessary water, electric light and power required for use on the Works.</p> <p>No guarantee is given or implied that water and power are available in the vicinity of the site and the Contractor must make his own arrangements for these services.</p>	
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	<u>Carried to Summary</u>	
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<u>Item</u>	<u>Description</u>	Amount
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A	<p><u>Samples</u></p> <p>The Contractor shall furnish, at his own cost, samples of materials or workmanship required for the works that may be called for by the Client for his approval or rejection and any other samples in the case of rejection until such samples are approved. The Client may reject any materials or workmanship not in his opinion up to the approved samples.</p>	
B	<p><u>Removal of Rubbish</u></p> <p>The contractor shall Remove all rubbish and debris from the site as it accumulates and at completion of the Works and remove all plant,labor camps,unwanted soil upon completion of works.</p>	
C	<p><u>Working Conditions</u></p> <p>The Contractor shall allow in his rates for any interference that he may encounter in the course of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed.The Contractr to factor for a maximum of 48Hrs</p> <p style="text-align: center;"><u>Brought forward from pg 1 of 6</u></p> <p style="text-align: center;"><u>Brought forward from pg 2 of 6</u></p>	

	<u>Carried to Summary</u>	

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
	<u>Mobilization &amp; Setting Up</u>				
A	Mobilization and demobilization of all plant, equipment, materials and personnel to and from site including Setting up and dismantling of the drilling rig at site and also thereafter the test pumping unit.	LS	1		
	<u>Drilling ;</u> Rates to include provision of water required for drilling and the drilling foam.				
B	Drilling of 204mm (8") diameter borehole from 0-150m below surface.	M	150		
C	Ditto 150-250m .	M	100		
	<u>Casings ;</u>				
D	Supply and Install 152mm ( 6 ") diameter,4mm thick, Plain mild Steel Permanent Casings	M	175		
E	Supply and Install 152mm (6 ") diameter,4mm thick slotted (screen) mild steel permanent Casings	M	75		
F	Supply, installation ,retrieval of temporary mild steel casing .	M	Rate only		



G	Supply, installation ,retrieval of temporary mild steel casing incase of collapsing formation.	M	Rate Only		
H	Supply and install gravel pack Conforming to grading (2-4 mm diameter) clean & well sorted and prior approved by the Client.	Ton	8		
<u>Carried to Summary</u>					

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
A	<u>Well Development</u> Develop the well until the water is sediment free using Airlift technique.	Hrs	4		
B	<u>Test Pumping</u> Undertake continuous draw-down test including taking recovery measurements using motor upto 7.5Kw.	Hrs	24		
C	Collection of water samples including physical and chemical analysis at the laboratory, log sampling at intervals of 2m and preparation of borehole completion report to WRA Standards.	Ls	1		
	<u>Well Completion</u>				

D	Provide all materials and construct top concrete well slab size 1m x 1m x 0.2m deep using Class 20 Concrete	Ls	1		
E	Allow for well, physical or chemical disinfection	Ls	1		
F	Supply and install a Well Cap	No	1		
<u>Carried to Summary</u>					

<u>GRAND SUMMARY</u>		Amount
1	B/f from Pg 3 of 6	
2	B/f from Pg 4 of 6	
3	B/f from Pg 5 of 6	

4 Grand Total (Figures )

In Words :

Contractor :

Client :

Sign :

Sign :

Stamp :

Stamp :