



ANGLICAN DEVELOPMENT SERVICES-MT.KENYA

Tender No. HELI 101

**TENDER FOR THE DRILLING OF ONE
BOREHOLE AT NKARUSA, KISERIAN,
KAJIADO WEST SUB- COUNTY**

Anglican Development Services-Mount Kenya (ADS - MK)

P.O. Box 2376-10140 Nyeri

Tel +254 61 2034813

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Drilling and Construction of a water borehole at Nkarusa, Oloirien, Kajiado West Sub County

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April 2015

Section A: Invitation for Tenders**DRILLING OF ONE BOREHOLE AT NKARUSA, OLOIRIEN, KAJIADO WEST SUB-COUNTY**

Anglican Development Services-Mt. Kenya (ADS-MK) invites you to submit a sealed tender for drilling and construction of ONE BOREHOLE at Nkarusa village, Oloirien Location, Kajiado West Sub- County.

Interested eligible candidates may obtain further information from, and inspect the Tender Document at the office of:

**Regional Development Coordinator,
ADS-MK,
P.O. Box 2376-10140 Nyeri
Tel. +254 61 2034813**

Interested candidates can download the tender document from the website www.ads-mtkenya.or.ke
A payment of a non-refundable fee of **Kshs 3,000.00 (Three Thousand Kenya shillings)** to ADS Mt Kenya Administration A/c No. 0102822135600 Standard Chartered Bank Nyeri Branch. (Attach the original deposit slip to the tender document as proof of payment)

Tenders must be accompanied by a security in the form and amount specified in the tender documents, and must be delivered to:

**Zonal Development Coordinator,
Anglican Development Service-Mt Kenya,
Wangige Zone,
Bishop Karuiki Integrated Training Centre, Wangige
P.O. Box 3899 – 0623
Nairobi**

Tenders will be opened at **2.00 PM on 10th June, 2015** in the presence of the candidates' representatives who choose to attend on the above-mentioned date and time at ADS Mt Kenya Wangige Zone, Bishop Kariuki Integrated Training Centre, Wangige.

Yours Faithfully,

**For: Anglican Development Services-Mt. Kenya (ADS-MK)
Kennedy Gichira (Mr.)
REGIONAL DEVELOPMENT COORDINATOR,**

Section B: Instructions to Tenderers

Introduction

1. Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the supply of services by the intended completion date specified in the tender documents.
- 1.2 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible Goods

Not applicable

3. Cost of Tendering

- 3.1 The Tenderer shall bear all costs associated with the preparation and submission of the tender, and ADS-MK, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

The Tender Document 4

Contents

- 4.1 The tender document comprises the documents listed below and addenda issued in accordance with Clause 6 of the Instructions to Tenders.
 - a) Invitation for Tenders
 - b) Instructions to Tenders
 - c) General conditions of Contract
 - d) Special Conditions of Contract
 - e) Bill of Quantities, Schedule of Requirements and Price Schedule Specifications and Drawings
 - f) Tender Form
 - g) Tender Security Form
 - h) Agreement
 - i) Performance Security Form
 - j) Bank Guarantee for Advance Payment Form
 - k) Acceptance Letter
- 4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderer's risk and may result in the rejection of its tender.

5. Clarification of Documents

- 5.1 A prospective tenderer requiring any clarification of the tender document may notify ADS-MK in writing at the address indicated in the Invitation for Tenders. ADS-MK will respond in writing to any request for clarification of the tender documents, which it receives prior to the deadline for the submission of tenders. Written copies of ADS-MK's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

6. Amendment of Documents

- 6.1 At any time prior to the deadline for submission of tenders, ADS-MK, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 6.2 All prospective tenderers that have received the tender documents will be notified of the amendment in writing or facsimile, and will be binding on them.
- 6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, ADS-MK, at its discretion, may extend the deadline for the submission of tenders.

Preparation of Tenders

7. Language of Tender

- 7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and ADS-MK, shall be written in English. Supporting documents and 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.

8. Documents Comprising the Tender

- 8.1 The tender prepared by the tenderer shall comprise the following components:
- (a) a Tender Form and a Price Schedule completed in accordance with Clauses 9,10 and 11 below.
 - (b) documentary evidence established in accordance with Clause 12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

- (c) documentary evidence established in accordance with Clause 13 that the services to be supplied by the tenderer are eligible and conform to the tender documents; and
- (d) tender security furnished in accordance with Clause 14

9. Tender Form

9.1 The tenderer shall complete the Tender Form and the appropriate Bill of Quantities and Price Schedule furnished in the tender documents, indicating the services to be supplied, a brief description of the services, quantity and prices.

10. Tender Prices

10.1 The tenderer shall indicate on the appropriate Bill of Quantities and Price Schedule the unit prices and total tender price of the services it proposes to supply under the contract.

10.2 Prices indicated on the Price Schedule shall be quoted inclusive of all other cost to be incurred by the successful tendered in offering the drilling services.

10.3 Prices quoted by the tenderer shall be fixed during the tenderer's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to Clause 22.

11. Tender Currencies

11.1 Prices shall be quoted in Kenya Shillings.

12. Tenderer's Eligibility and Qualifications

12.1 The tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.

12.2 The documentary evidence of the tenderer's eligibility to tender shall establish to ADS-MK's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country.

12.3 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to ADS-MK's satisfaction that the tenderer has the financial, technical, and production capability necessary to perform the contract.

13. Goods' Eligibility and Conformity to Tender Document

13.1 Pursuant to Clause 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the conformity to the tender documents of all service

which the tenderer proposes to supply under the contract.

- 13.2 The documentary evidence of the eligibility of the services shall consist of a statement in the Price Schedule of the country of origin of the services offered.
- 13.3 The documentary evidence of conformity of the services to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the services; and
 - (b) a Clause-by-Clause commentary on ADS-MK's Technical Specifications demonstrating substantial responsiveness of the services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications and bill of quantities (BQ).
- 13.4 For purposes of the commentary to be furnished pursuant to Clause 13.3(b) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by ADS-MK in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to ADS-MK's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

14. Tender Security

- 14.1 The tenderer shall furnish, as part of its tender, **a tender security in the amount of 2% of the total tender price.**
- 14.2 The tender security is required to protect ADS-MK against the risk of tenderer's conduct, which would warrant the security's forfeiture, pursuant to Clause 14.7.
- 14.3 The tender security shall be denominated in Kenya Shillings, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya, in the form provided in the tender documents or another form acceptable to ADS-MK and valid for thirty (30) days beyond the validity of the tender.
- 14.4 Any tender not secured in accordance with Clause 14.1 and 14.3 will be rejected by ADS-MK as non-responsive, pursuant to Clause 22.
- 14.5 Unsuccessful tenderers' tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by ADS-MK.
- 14.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to Clause 30, and furnishing the performance security, pursuant to Clause 31.

14.7 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by ADS-MK on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with Clause 30

Or

- (ii) to furnish performance security in accordance with Clause 31.

15. Validity of Tenders

15.1 Tenders shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by ADS-MK, pursuant to Clause 18. A tender valid for a shorter period shall be considered as non-responsive and shall be rejected by ADS-MK.

15.2 In exceptional circumstances, ADS-MK 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 Clause 14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

16. Format and Signing of Tender

16.1 The tenderer shall prepare an original and three copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

Submission of Tenders

17. Sealing and Marking of Tenders

17.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY."
The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to;

Drilling and Construction of a water borehole at Nkarusa, Oloirien ,Kajiado West Sub County.

(a) Anglican Development Services-Mt. Kenya at the following address:

**Zonal Development Coordinator,
Anglican Development Service,
Wangige Zone,
Bishop Karuiki Integrated Training Centre, Wangige
P.O. Box 3899 – 0623
Nairobi**

(b) Bear, "**DRILLING OF WATER BOREHOLE AT NKARUSA, OLOIRIEN, KAJIADO WEST SUB- COUNTY**", and the statement: "**DO NOT OPEN BEFORE 10th June, 2015 AT 2.00 P.M**".

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

17.4 If the outer envelope is not sealed and marked as required by Clause 17.1, ADS-MK will assume no responsibility for the tender's misplacement or premature opening.

18. Deadline for Submission of Tenders

18.1 Tenders must be received by ADS-MK at the address specified under Clause 17.1 not later than **12.00 Noon on 10th June, 2015**.

18.2 ADS-MK may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with Clause 6, in which case all rights and obligations of ADS-MK and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Modification and Withdrawal of Tenders

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

19.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause 17. A withdrawal notice may also be sent by facsimile, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer

on the Tender Form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security, pursuant to Clause 14.7.

Opening and Evaluation of Tenders

20. Opening of Tenders

20.1 ADS-MK will open all tenders in the presence of tenderers' representatives who choose to attend on **10th June, 2015 at 2.00 P.M** at ADS Mt Kenya Wangige Zone, **Bishop Karuiki Integrated Training Centre, Wangige**. Tenderers' representatives present shall sign a register evidencing their attendance.

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

20.3 ADS-MK will prepare minutes of the tender opening.

21. Clarification of Tenders

21.1 To assist in the examination, evaluation and comparison of tenders ADS-MK 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.

Any effort by the tenderer to influence ADS-MK in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderers' tender.

22. Preliminary Examination

22.1 ADS-MK 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.

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

22.3 ADS-MK 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.

- 22.4 Prior to the detailed evaluation, pursuant to paragraph 23, ADS-MK 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. ADS-MK's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 22.5 If a tender is not substantially responsive, it will be rejected by ADS-MK and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

23. Evaluation and Comparison of Tenders

- 23.1 ADS-MK will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 22.
- 23.2 ADS-MK's evaluation of a tender will exclude and not take into account any allowance for price adjustment during the period of execution of the contract, if provided in the tender.
- 23.3 ADS-MK's evaluation of the tender will take into account, in addition to the tender price the actual slotting period offered in the tender. The liners shall be completely slotted within 4 months after the date making the end of mobilization.

23.4 Deviation in payment schedule

Tenderers shall state their tender price for the payment schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this 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. ADS-MK may consider the alternative payment schedule offered by the selected tenderer.

24. Contacting ADS-MK

- 24.1 Subject to Clause 21, no tenderer shall contact ADS-MK on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 24.2 Any effort by a tenderer to influence ADS-MK in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

Award of Contract

25. Post-qualification

- 25.1 In the absence of pre-qualification, ADS-MK will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated

responsive tender is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to Clause 12.3, as well as such other information as ADS-MK deems necessary and appropriate.

25.2 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 ADS-MK will proceed to the next lowest evaluated tender to make a similar determination of that tenderer's capabilities to perform satisfactorily.

26. Award Criteria

26.1 Subject to Clauses 10, 23 and 28 ADS-MK will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

27. ADS-MK's Right to Vary Quantities

27.1 ADS-MK reserves the right at the time of contract award to increase or decrease the quantities originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

28. ADS-MK's Right to Accept or Reject Any or All Tenders

28.1 ADS-MK reserves the right to accept or reject any tender, and to annul the tendering process or 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 its action.

29. Notification of Award

29.1 Prior to the expiration of the period of tender validity, ADS-MK will notify the successful tenderer in writing that its tender has been accepted.

29.2 The successful tenderer shall be given a letter of award to sign and return the acceptance to ADS-MK without reservations.

29.3 Upon the successful tenderer's furnishing of the performance security pursuant to Clause 31, ADS-MK will promptly notify each unsuccessful tenderer and will discharge its tender security, pursuant to Clause 14.

30. Signing of Contract

30.1 At the same time as ADS-MK notifies the successful tenderer that its tender has been accepted, ADS-MK will send the tenderer the Contract Form provided in the tender

documents, incorporating all agreements between the parties.

30.2 Within fifteen (15) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to ADS-MK.

31. Performance Security

31.1 Within fifteen (15) days of the receipt of notification of award from ADS-MK, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to ADS-MK.

31.2 Failure of the successful tenderer to comply with the requirement of Clause 30 or Clause 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event ADS-MK may make the award to the next lowest evaluated tenderer or call for new tenders.

32. Corrupt or Fraudulent Practices

32.1 ADS-MK requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, ADS-MK: -

(a) defines, for the purposes of this provision, the terms set forth below as follows:

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

(b) 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;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

32.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

Section C: General Conditions of Contract**1. Definitions**

1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

“**The Contract**” means the agreement entered into between ADS-MK 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, as recorded in the Agreement Form and signed by the parties.

“**The Contract Price**” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

“**The Supplier**” means the individual or firm supplying the services under this Contract.

“**The Services**” means drilling, construction and testing of the borehole as specified by ADS-MK under this Contract.

“**Bills of Quantities**” means the priced and completed Bill of Quantities forming part of the tender.

“**Schedule of Rates**” means the priced Schedule of Rates forming part of the tender [where applicable].

“**The Completion Date**” means the date of completion of the Works as certified by the Employer’s Representative.

“**The Contractor**” refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer”

“**The Contractor’s Tender**” is the completed tendering document submitted by the Contractor to the Employer.

“**The Contract Price**” is the price stated in the letter of Acceptance.

“**Days**” are calendar days; “**Months**” are calendar months.

“**A Defect**” is any part of the Works not completed in accordance with the Contract.

“**The Defects Liability Certificate**” is the certificate issued by ADS-MK’s Representative upon correction of defects by the Contractor.

“**The Defects Liability Period**” is the period named in the Appendix to conditions of Contract and calculated from the Completion Date.

“Drawings” include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

“Employer” includes Central or Local Government administration, Universities, Public Institutions and Corporations and is the party who employs the Contractor to carry out the Works.

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

“Site” means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.

“Employer’s Representative” is the person appointed by ADS-MK and notified to the Contractor for the purpose of supervision of the Works.

“Specification” means the Specification of the Works included in the Contract.

“Start Date” is the date when the Contractor shall commence execution of the works.

“A Subcontractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

“Temporary Works” are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Works.

“A Variation” is an instruction given by the Employer’s Representative which varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install and turnover to the Employer.

2. ADS-MK’s Representative’s Decision

- 2.1 Except where otherwise specifically stated, ADS-MK’s Representative will decide contractual matters between ADS-MK and the Contractor.

3. Application

- 3.1 These General Conditions shall apply in all Contracts made by ADS-MK for the procurement of services.

4. Country of Origin

4.1 For purposes of this Clause, “origin” means the place where the Services originate.

5. Standards

5.1 The Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

6. Use of Contract Documents and Information

6.1 The Contractor shall not, without ADS-MK’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 ADS-MK in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

6.2 The Contractor shall not, without ADS-MK’s prior written consent, make use of any document or information enumerated in Clause 6.1 above.

6.3 Any document, other than the Contract itself, enumerated in Clause 6.1 shall remain the property of ADS-MK and shall be returned (all copies) to ADS-MK on completion of the Supplier’s performance obligations under the Contract if so required by ADS-MK.

6. Patent Rights

6.1 The Contractor shall indemnify ADS-MK against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the supply of Services in Kenya.

7. Performance Security

7.1 Within fifteen (15) days of receipt of the notification of Contract award, the successful tenderer shall furnish to ADS-MK the performance security in the amount specified in Special Conditions of Contract.

7.2 The proceeds of the performance security shall be payable to ADS-MK as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the Kenya shillings, and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya, acceptable to ADS-MK, in the form provided in the tender documents.

7.4 The performance security will be discharged by ADS-MK and returned to the tenderer not later than thirty (30) days following the date of completion of the tenderer’s performance obligations under the Contract, including any warranty

obligations, under the Contract.

8. Inspection and Tests

- 8.1 ADS-MK or its representative shall have the right to inspect and/or to test the drilling materials to confirm their conformity to the Contract specifications. ADS-MK shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests will be conducted on the drilling site
- 8.3 Should any inspected or tested drilling materials fail to conform to the Specifications, ADS-MK shall reject the materials, and the Contractor shall either replace the rejected materials or make alterations necessary to meet specification requirements free of cost to ADS-MK.
- 8.4 Nothing in Clause 8 shall in any way release the Contractor from any warranty or other obligations under this Contract.

9. Delivery and Documents

- 9.1 Delivery of the slotted liners shall be made by the Contractor in accordance with the terms specified by ADS-MK in its Schedule of Requirements and the Special Conditions of Contract.

10. Safety, Temporary works and Discoveries

- 10.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.
- 10.2 The Contractor shall be responsible for the safety of all activities on the Site.
- 10.3 Anything of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Representative of such discoveries and carry out ADS-MK Representative's instructions for dealing with them.

11. Work Program and Sub-contracting

- 11.1 Within seven days after Site possession date, the Contractor shall submit to the ADS-MK for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.
- 11.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of ADS-MK. However, he shall not assign the Contract without the approval of the Employer in writing. Sub- contracting shall not alter the Contractor's obligations.

12. The Site

- 12.1 The Employer shall give possession of all parts of the Site to the Contractor.
- 12.2 The Contractor shall allow ADS-MK and any other person authorized by ADS- MK Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

13. Instructions

- 13.1 The Contractor shall carry out all instructions of ADS-MK, which are in accordance with the Contract.

14. Extension of Completion Date

- 14.1 ADS-MK shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. ADS-MK shall decide whether and by how much to extend the Completion Date.
- 14.2 For the purpose of this clause, the following shall be
- (a) force majeure, or
 - (b) reason of any exceptionally adverse weather conditions or
 - (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the works or any of the trades engaged in the preparation, manufacture or transportation of any goods or materials required for the works, or
 - (d) reason for ADS-MK's instructions issued under these Conditions, or
 - (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from ADS-MK's Representative for which he specifically applied in writing on a date which having regard to the date of completion stated in the appendix to these Conditions or any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
 - (f) delay on the part of artists, tradesmen or others engaged by ADS-MK in executing work not forming part of this Contract, or
 - (g) reason of delay by statutory or other services providers or similar bodies engaged directly by ADS-MK, or
 - (h) reason of opening up for inspection of any Work covered up or of the testing of any of the Work , materials or goods in accordance with these

conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or

- (i) reason of delay in appointing a replacement ADS-MK Representative, or
- (j) reason of delay caused by the later supply of goods or materials or in executing Works for which ADS-MK or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) Delay in receiving possession of or access to the Site.

15. Management Meeting

- 15.1 A Contract management meeting shall be held regularly and attended by ADS-MK's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. ADS-MK's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by ADS-MK's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.
- 15.2 Communication between parties shall be effective only when in writing.

16. Defects

- 16.1 ADS-MK's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. ADS-MK's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that ADS-MK's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 16.2 ADS-MK's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.
- 16.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by ADS-MK's Representative's notice. If the Contractor has not corrected a defect within the time specified in ADS-MK Representative's notice, the ADS-MK's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

17. Bills of Quantities/Schedule of Rates

- 17.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item.

Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the bills of Quantities/Schedule of Rates.

- 17.2 Where Bills of Quantities do not form part of the Contract, the Contract price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

18. Variation

- 18.1 The Contractor shall provide the ADS-MK's Representative with a quotation for carrying out the variations when requested to do so. The ADS-MK's Representative shall assess the quotation and shall obtain the necessary authority from ADS-MK before the variation.
- 18.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rates in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 18.3 If the Contractor's quotation is unreasonable, the ADS-MK's Representative may order the variation and make a change to the Contract Price, which shall be based on the ADS-MK Representative's own forecast of the effects of the variation on the Contractor's costs.

19. Payment Certificate and Final Account

- 19.1 The Contractor shall be paid after each stage of Work (subject to re-measurement by ADS-MK of the work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.
- 19.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the ADS-MK's Representative his application for payment. The ADS-MK's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. ADS-MK shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.
- 19.3 The Contractor shall supply ADS-MK's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The ADS-MK's Representative shall issue a Defect Liability Certificate and certify and final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If not, ADS-MK's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, ADS-MK's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. ADS-MK shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

- 19.4 If the period laid down for payment to the Contractor upon each of the ADS-MK's Representative's Certificate by ADS-MK has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

20. Insurance

- 20.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

21. Liquidated Damages

- 21.1 The Contractor shall pay liquidated damages to ADS-MK at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 14.2. ADS-MK may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

22. Completion and Taking Over

- 22.1 Upon deciding that the Work is complete the Contractor shall request the ADS-MK's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.
- 22.2 ADS-MK shall take over the Site and Works within seven days of the ADS-MK's Representative issuing a Certificate of Completion.

23. Termination

- 23.1 ADS-MK may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;
- a. the Contractor stops Work for 30 days continuously without reasonable cause or authority from the ADS-MK's Representative;
 - b. the Contractor is declared bankrupt or goes into liquidation other than for reconstruction or amalgamation;
 - c. a payment certificate by the ADS-MK's Representative is not paid by ADS-MK to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 19.2 and 19.3 hereinabove.
 - d. ADS-MK's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time. if the Contractor, in the judgment of ADS-MK has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

- 23.2 In the event ADS-MK 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 undelivered, and the Supplier shall be liable to ADS-MK for any excess costs for such Services.
- 23.3 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The ADS-MK's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

24. Payment upon Termination

- 24.1 ADS-MK may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.
- 24.2 The Contractor shall, during the execution or after the Completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the ADS-MK's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, ADS-MK may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.
- 24.3 Until after completion of the Works under this clause, ADS-MK shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the ADS-MK's Representative shall certify the amount of expenses properly incurred by ADS-MK and if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to ADS-MK by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by ADS-MK to the Contractor.

25. Payment

- 25.1 The method and conditions of payment to be made to the Contractor under this Contract shall be specified in Special Conditions of Contract.
- 25.2 Payments shall be made promptly by ADS-MK as specified in the Contract.

26. Prices

- 26.1 Prices charged by the Contractor for drilling borehole under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the Contractor in its tender.

27. Assignment

- 27.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with ADS-MK's prior written consent.

28. Subcontracts

- 28.1 The Contractor shall notify ADS-MK in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract.

29. Resolution of Disputes

- 29.1 ADS-MK and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 29.2 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 formal mechanisms. These mechanisms include, but are not restricted to, conciliation by a third party, adjudication in an agreed national or international forum, and/or international arbitration.

30. Works, Language and Law of Contract

- 30.1 The Contractor shall Construct and install the Works in accordance with the Contract documents. The works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the ADS-MK's Representative, and complete them by the intended Completion Date.
- 30.2 The language of the Contract and the law governing the Contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

31. Force Majeure

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

Section D: Special Conditions of Contract

1. Application

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

2. Definitions

The Purchaser is **Anglican Development Services-Mt.Kenya. Bishop Chipman House, 2nd floor, opp. Lord Baden Powell cemetery, and P.O. BOX 2376-10140 Nyeri, Kenya** and includes its legal representatives, successors or assigns.

3. Performance Security

The Performance Security shall be in the amount of **10% of the Contract Price**.

4. Inspection of Sites and Access thereto

ADS-MK in no way guarantees completeness nor accuracy of the soil, materials, subsurface and hydrological information made available to the Contract at the time of tendering or at any other time during the period of the Contract, and the Contractor shall be responsible for ascertaining for himself all information as aforesaid for the execution of Works and his tender shall be deemed to have been priced accordingly.

The Contractor shall not enter any part of the Sites until he has requested and received permission to do so from ADS-MK or ADS-MK's representative.

The Contractor shall not use any portion of the Site for any purpose not connected with Works.

5. Damage of Persons And Property

The Contractors shall (except if and do far as the specification provides otherwise) indemnify and keep indemnified ADS-MK against losses and claims for injuries or damages of any person or any property whatsoever (other than surface or other damage to land being or crop being n the Site suffered by tenants or occupiers) which may arise out of or on consequence of the construction and maintenance of the works against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render against any contained compensation or damages for or with respect to: -

- a) The Permanent use or occupation of land by the Works or any part thereof or (save as hereinafter provided) surface or other damage as aforesaid.

- b) The right of ADS-MK to construct the Works or any part thereof on, over, under, in or through any land.
- c) Interference whether temporary or permanent with any right or light air way or water or other easement or quasi-easement which is the unavoidable result of the Works in accordance with the Contract.
- d) Injuries or damages to persons or property resulting from any act or neglect done or committed during the currency of the Contract of ADS-MK, his agents, servants or other contractors (not being employed by the Contractor) or for in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof in relation thereto.

6 Contractor's Superintendence

The Contractor shall, within seven (7) days of receipt of the ADS-MK's representative order to commence the Works, inform ADS-MK in writing, the name of the Contractor's representative and the anticipated date of his arrival on Site.

7 Liquidation Damages for Delay in Completion

- 7.1 If the Contractor hitherto does not complete the works within the completion time prescribed by the Contractor or extended time, then the Contractor shall pay to ADS-MK the sum to money as stated in Sub-clause 7.3, herewith as Liquidated Damages for such default for everyday or part thereof while shall elapse between the time prescribed by the Contract or extended time as the case may be and the date of completion.
- 7.2 ADS-MK may without prejudice to any other method or recovery deduct the amount of such damages from any monies due or which may become due to the Contractor. The payment or deductions to such damages shall not relieve the Contractor from his obligations or liabilities under the Contract.
- 7.3 The amount of liquidated damages to be paid by the Contractor to ADS-MK for each day or part thereof of delay in the completion of the works as referred to in clause 7.1 hereof, shall be 0.00 1% of the contract price. The total amount of liquidation damages payable under this clause shall not exceed 10% (ten per cent) of the Contract price.

8 Accident or Injury to Workmen

- 8.1 ADS-MK shall not be liable for or in respect of any damages or compensation payable at the law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor and any sub-contractor save and except an accident or injury resulting from any act or default of ADS-MK, his agents or servants and the Contractor shall indemnify and keep indemnified ADS-MK against all such damages and compensation (save and except as aforesaid) and against all claims,

demands, proceedings, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

- 8.2 The Contractor shall insure against liability with an insurer approved by ADS-MK (which approval shall not be unreasonably withheld) and shall continue such insurance during the whole time that any person are employed by him on the works and shall when required produce to the ADS-MK's Representative such policy of insurance and the receipt for payment of the current premium, provided always that in the respect of any person employed by any sub-clause shall be satisfied if the sub-contractor shall have insurance against the liability in respect of such persons in such a manner that ADS-MK is indemnified under the policy of insurance and the receipt for payment of the current premiums.

9 Payment of Retention Money

One half of the retention money shall become due upon the issue of a Taking – Over Certificate and shall be paid to the Contractor when the Engineer's Representative shall certify in writing that the last section of the whole of the Works has been substantial complete and the other half shall be paid to the Contractor after the expiration of the Defect Liability Period and the issue of a Certificate to the effect. Provided always that is such Works ordered during such period in accordance with the Contractor, the Employer shall be entitled to withhold payment (until the completion of such Works) so remaining to be executed. Provided further that in the event of different Defects Liability Period having become applicable to different parts of the Works the expression "expiration of the Defect Liability Period" shall for the purpose of the Clause be deemed to mean the expiration of the latest of such period.

10 Co-operation With Other Contractors

The Contractor shall in accordance with the requirements of the ADS-MK Representative afford all reasonable co-operation to any Contractors and their employees engaged by ADS-MK and to the employees of ADS-MK and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the Contract or of any contract which ADS-MK may enter into in connection with or ancillary to the works. If however, the Contractor shall on the written request of the ADS-MK's Representative make available to any such other Contractor or to ADS-MK or any such authority any roads or ways for the maintenance of which the Contractor is responsible or permit the use by any such of the Contractor's scaffolding or other Contractor's Equipment on the site or provided any other services of whatsoever nature for any such, ADS-MK shall pay to the Contractor in respect of such use or services such sum or sums as shall , in the opinion of the ADS-MK Representative, be reasonable provided that the Contractor shall incur additional expenses as a result of such use.

11 Interference With Traffic and Adjoining Properties

All operations necessary for the execution of the works and for the construction of any temporary works shall so far as compliance with the requirements of the Contract permits be carried out so as not to interfere unnecessarily or improperly with the convenience of the public or the access to use and occupation of the public or private roads and footpaths or to or of properties whether in the possession of ADS-MK or of any other person and the Contractor shall save harmless and indemnify ADS-MK in respect of all the claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters insofar as the Contractor is responsible thereof.

12 Accommodation and any Information on Contractor's Employees

- a) The contractor shall ensure that any accommodation he provides for these employees is used only by such of his personnel as are engaged for the Contractor and for the period of the Contractor only. The Contractor shall be responsible for ensuring that permanent rights and occupancy are not acquired by temporary housed personnel on ADS-MK land or any other land and also for cleaning the camp sites on completion of the works and indemnify ADS-MK against claims for compensation arising from lack of such clearances.
- b) The Contractor shall provide at the request of the ADS-MK Representative such reasonable information about his employees as may be necessary including (inter alia) names, identification numbers, residence permit number and work permit numbers.

13 Publicity

The Contractor shall treat all matters in connection with the contract as strictly confidential and shall not publish or cause to be published any information concerning the Project without the prior approval of ADS-MK.

14 Bribery and Corruption

It is hereby agreed by the Contractor that the giving or offering of any bonus or commission whether in the form of money, goods or services by the Contractor or his employees to officers or employees of ADS-MK or to firms or persons working on his behalf shall be deemed a breach of the Contract and ADS-MK shall have the right to terminate the contract for cause in connection with the provision hereof.

15 Safety and Environment Requirements

The Contractor shall at all times execute the works in a safe and secure manner and actively practice safety through the term of the Contract and shall comply with the applicable Government fire and safety regulations.

The formulation and enforcement of an adequate safety program shall be the obligation of the Contractor with respect to all the Works under this Contract, regardless of whether performance by the Contractor or his subcontractors. The Contractor shall, within 14 days after commencement of the works, meet the ADS-MK Representative to present and discuss his plan for the establishment of such safety measures as may be necessary to provide against accidents, unsafe acts and so forth. Within 28 days after commencement of the works, the Contractor shall submit a written safety program to the ADS-MK covering the overall Works and based on the laws and regulations of Kenya. In addition, he shall prepare special safety programs for working within electricity generating and geothermal exploration facilities.

Notwithstanding the foregoing, the Contractor shall observe the following measures with a view to reducing or eliminating adverse environmental effects by the Site Works.

- i) All queries and borrow pits shall be filled and landscaped to their original state after extraction of construction materials
- ii) Soil erosion due to surface runoff or water from culverts or other drainage structures should be avoided by putting in place proper erosion control measures that shall include, but not limited to grassing, planting of trees, gabions etc.
- iii) Long traffic diversion roads shall be avoided so as to minimize the effect of dust on the surrounding environment. In any case all diversions shall be kept damp and dust free at the Contractor's expense.
- iv) Dumping shall be done only at designated dumping areas and not haphazardly on surroundings.

16 Performance and Guarantee Insurance

The Contractor shall avail the performance guarantee and insurance covers as required in the Contract. No separate payment shall be made for complying with this requirement and the Contractor should allow for this in his rates.

The Performance Security shall be issued by a Bank incorporated in Kenya. The amount of guarantee shall be as stated in the Appendix to Condition of Contract.

The bank guarantee shall be issued by an established and reputable bank approved by the ADS-MK and located in Kenya.

The performance guarantee shall be valid until a date 28 days after the date of issue of the Taking-Over Certificate. The security shall be returned to the Contractor within 28 days of expiration.

17 Law Governing the Contract

This Contract shall be governed by and construed in accordance with the Laws of Kenya.

18 Force Majeure

Neither party shall be considered in default in performance of his obligations under the Contract to the extent that performance of such obligations is delayed by force majeure. Force majeure shall mean any event reasonably beyond the control of the parties hereto including, but not limit to, hostilities, restraint of rules or people, revolution, civil commotion, forces of nature, explosion, embargo, or any law, proclamation, regulations or ordinance or any Government or Government agency having or claiming to have jurisdiction at the site of the work.

19 Responsibility for Sub-Contractors

The Contractor shall be responsible for observance by all sub-contractors of all the provision of Contract. The Contractor shall be responsible for the acts of default of any sub-contract, his agents or employees, as fully as if they were the acts or defaults of the Contractor, his agents or employers.

20 Indemnity Against all Claims of Infringement

The Contractor shall indemnify ADS-MK against all claims of infringement of the patent, registered design, copyright, trademark or trade name, or other intellectual property right out of the Contractor's execution of the works.

21 Failure to Comply With Contract Requirements

a) If the contact: -

- i) Fails to comply with a 14 day notice asking it to execute the works in accordance with the Contract, or
- ii) Abandon or repudiates the Contracts or,
- iii) Without reasonable excuse fails to commence or complete the works in accordance with the Contract, or
- iv) Becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order and against it or compounds with its creditors.

Then ADS-MK may, after having given 14 days notice to the Contractor, terminate the Contract and expel the Contractor's personnel from the site. After such termination ADS-MK shall not be liable to make any further payment to the Contractor. ADS- MK shall be entitled to recover from the Contractor the extra costs of completing the works without prejudice to any other right of ADS-MK.

- b) If ADS-MK;
- i) Fails to pay the Contactor in accordance with the terms of the Contract, or
 - ii) Becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it or compound with its creditors.

Then the Contractor may, after having given 42 days notice to ADS-MK terminate the Contract. After such termination the Contractor shall be entitled to recover from ADS-MK the unpaid balance for all services performed and completed by the Contractor in accordance with the Contract and payment for all additional labor performed by the Contractor and its subcontractors which has not been paid for otherwise in accordance with the Contract without prejudice to any other right of the Contractor.

22 Resolution of Disputes

ADS-MK and Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute arising between them under or in connection with the Contract. If, after 30 days from the commencement of such informal negotiations, ADS-MK and the Contractor have been unable to resolve such dispute arising in connection with the Contract by an amicable settlement, either party may require that the dispute be referred for resolution by arbitration through a single arbitrator to be appointed in default of agreement by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch.

Arbitration shall take place in Nairobi, Kenya. The language of all arbitration proceedings shall be in English. The cost of arbitration shall be apportioned by the Arbitrator according to his findings. Neither party shall have recourse to a court of law or other authority for the purpose of appealing against the decision of the Arbitrator, which will be binding to both ADS-MK and the Contractor.

23. Notices:

For the Purchaser:

Regional Development Co-ordinator,
 Anglican Development Services-Mt. Kenya
 Bishop Chipman house, Opp. Baden Powell Cemetery,
 P.O Box 2376 10140 Nyeri
 Tel: +254 61 2034813

24. Prices

Prices shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account.

25 Completion Period

Subject to Clause 22, Section C, the drilling of the borehole shall be completed within 4 weeks after the date of contract award. The date the contract is signed shall be the commencement date for drilling of borehole in Nkarusa.

SECTION E: Technical Specifications, Schedule of Requirements and Prices**Notes**

1. The goods to be supplied must be 100% genuine parts.
2. Installation must be for all items. Partial installation shall not be accepted.
3. The Steel Casings shall be for borehole

TECHNICAL REQUIREMENTS

- (a) The Steel Casings shall be genuine, new and unused.
- (b) The Steel Casings shall be seamless.
- (c) The Steel Casings shall be manufactured from an open-hearth electric furnace or basic oxygen steel.
- (d) Each piece of Steel Casings shall be supplied with power tight buttress thread coupling on one end.
- (e) Approved steel thread protectors shall be provided for both ends for each piece of casing.
- (f) The Steel Casings shall be mill coated with a non-bituminous coating to prevent rusting during transit and storage.
- (g) Mill test certificate from the manufacturer to be provided.
- (h) Attach relevant catalogues and descriptive literature.

SECTION F – Appendix to Conditions of Contract

THE EMPLOYER IS

Name: Anglican Development Services-Mt. Kenya
 Address P.O. B OX 2376-10140 Nyeri
 Name of Employer's Representative: Loise W. Chege
 Title: Project Manager (HELI Project)
 Telephone: +254 61 2034813

The name (and identification number) of the Contract is: **HELI 101: TENDER FOR DRILLING AND CONSTRUCTION OF ONE BOREHOLE AT NKARUSA, KAJIADO WEST SUB- COUNTY**

The Works consist of:

- Mobilization of drilling equipment to site, drilling and casing of borehole.
- Re-development of borehole to include measurement of total depth, borehole cleaning, chemical development and physical development.
- Testing of borehole to include a pre-test, a step drawdown test, constant discharge test and recovery test.
- Borehole equipping that shall entail installation and testing as per specifications and Ministry of Water requirements.
- Construction of drains and channels internal dimensions to be approved by ADS-MK.
- Construction of a water tower with a plastic storage tank of 24000L capacity.
- Testing and commissioning of the system as per the specifications.
- Construction of a permanent structure to host master meters and control panel.
- Facilitating the connection of a 3-phase power line by Kenya Power.
- Submission of a Borehole Completion Record Certificate that should include Geological logging data and other records as per the BOQ

The start date shall be: as prescribed

The following documents also form part of the Contract:

Agreement, Letter of Acceptance, Contractor's Tender, Conditions of Contract and Special Conditions, Specifications, Drawings and Bills of Quantities

The Site is located at Nkarusa Village, Oloirien Location, Kajiado West Sub- County, near Kiserian town.

The Defects Liability Period is **180 days**.

Amount of Tender Security is **in the amount of 2% of the total tender price**.

The amount of Interim Payment Certificate is **Kshs Five Hundred Thousand (Kshs 500,000.00)**.

Please note that the Interim/advance payment is paid upon payment of an advance payment guarantee of an equivalent amount.

The Retention Money is **10% percent of Interim Payment Certificate**.

SECTION G – Specifications and Bills of Quantities

Specifications

1. Scope
2. Materials and Workmanship

II Bill of Quantities

DRILLING A BOREHOLE 220 METERS DEEP AT NKARUSA,OLOIRIEN(APPROX 14KM FROM KISERIAN)					
ITEM	DESCRIPTION	UOM	QTY	UNIT COST	AMOUNT
1	Hydrogeological survey report	-	Sum		
2	Follow-up and acquisition of drilling permit from the Water Resources Management Authority	-	Sum		
3	National Environmental Management Authority report	-	Sum		
4	Mobilization/ Demobilization of all Drilling Equipment, rig, as well as personnel to the site	-	1		
5	Erecting & Dismantling of Drilling Rig & Equipment	-	1		
6	Drilling 8" dia borehole using a rotary rig	M	220		
7	Supply & Installation of 152 mm dia, class B, steel plain casing	M	155		
8	Supply & Installation of 152mm dia, class B,steel machine cut screen casing	M	65		
9	Supply and Installation of non-laterite gravel pack in the borehole	Ton	7		
10	Borehole development by air jetting before testpumping until water is clean	Hrs	3		
11	Test Pumping for 24 hours, draw-down, yield recovery and data analysis	Hrs	24		
12	Borehole Completion Data and Water Chemical Analysis report	-	Sum		
13	Supply and installation of a multistage stainless steel centrifugal submersible pump capable of pumping water to the raised water reservoir at 5M ³ /hr, including control panel, electrodes, electrode cable, underground cables float switch, standard control panel and all other necessary borehole sundries	-	Sum		
14	Provide all materials and construct concrete top slab 1 x 1 x 0.5M with well cap mild steel blank flange, which shall incorporate a threaded nipple of 19 mm (3/4") diameter with cap	-	Sum		
15	Supply of water for drilling operations and camp use.	LS	sum		
16	Design, provide all materials and construct a standard lockable masonry borehole protection chamber/Control panel room	-	sum		
17	Well disinfection		sum		
18	Design to BS449, provide all materials, fabricate and assemble a 10M high steel tower capable of supporting a 24000L PVC water tank	-	sum		
19	Supply and installation a 24000L capacity PVC tank,complete with 2" PVC pipes(Approx 20M) and fittings to complete the assembly to the ground level	-	sum		
20	Fencing off the borehole site(1/8 Acre) with high quality treated wooden poles and 12 gauge mesh wire and a 5 by 6 feet faricated lockable gate		Sum		
21	Making arrangements with Kenya Power for a 3-phase power connection to the pump with the adjacent power line		Sum		
	Total Amount(Inclusive of 16% VAT tax)				

SPECIFICATIONS

1.0 Scope of Works

The works will comprise drilling, construction, and test pumping of ONE BOREHOLE at Nkarusa Village, Oloirien Location, Kajiado West Sub- County, 14 KM from Kiserian town.

1.1 Location of the Drilling sites and Installation of Pumping Equipment

Equipment will be supplied and installed at the selected site. The ADS-MK Representative shall visit with the Contractor or his Representative the exact sites for drilling borehole and carrying out pumping tests. ADS-MK shall provide the Contractor with any data, information and facilities that are within his responsibility, required for the drilling and construction of the borehole. It will remain the Contractor's responsibility to inspect the sites and assess the accessibility. The delivered materials must be suitable to function properly in tropical hot and dusty conditions.

1.2 Stand-by Time

Charges for stand-by time shall only be reimbursed to the Contractor in case of default on the part of ADS-MK or his Representative, and with prior written notification by the Contractor to the same.

1.3 Spare parts

Spare parts of the equipment to be supplied and installed shall as much as possible be available in Kenya. The Contractor shall furnish the ADS-MK Representative and the ADS-MK of the addresses of the Suppliers of such spare parts.

1.4 Use of Concrete and Cement

All concrete and cement to be used shall be according to standard specifications or as directed by the ADS-MK representative.

1.5 Pipelines

All pipelines and fittings to be installed will be of galvanized iron and will be supplied and installed according to the specifications indicated below: -

Underground pipeline and fittings shall be of Class B GI material at a diameter of not less than 2"

Pipes shall be buried at a depth of not less than 0.6 meters.

1.6 Supply and Installation of pumping equipment

This part will be carried out by the Contractor.

1.7 Borehole design

The borehole design (Appendix B) has been provided by ADS-MK and any modifications to the design by the Contractor shall be made in writing and approved by ADS-MK prior to commencement of works. The borehole will be drilled with a 12 inch bit and cased with 152mm dia steel casing in the dry rock formation and 8 inch slotted liner (steel screen) in the water bearing formation. All this shall be done by the Contractor to the approval of the ADS-MK. The Contractor shall install a bottom plug and a gravel pack between the casing and the borehole wall.

1.8 General Site Works

The Construction of drains and water channels shall be as approved by ADS-MK. The proper functioning of the whole systems will be tested by the Contractor or his Representative in the presence of the Engineer.

2.0 Pipe work & Excavation

2.1 Setting out-Pipeline

Before commencement of any excavation, the route shall be surveyed in conjunction with the ADS-MK's representative to establish existing ground levels and these agreed levels shall form the basis for the calculation of quantities of any subsequent excavation and backfilling. These levels shall be taken before any topsoil has been removed. The contractor shall in the presence of the ADS-MK Representative set out pipeline centre line in accordance with the drawings making any changes the ADS-MK representative may deem necessary and confirming the exact position of other surfaces e.g. Power cables, Communication cables etc.

2.2 Classification of Excavation

The ADS-MK Representative's decision on the classification of any excavated material shall be final and shall be based on the following guidelines: -

1. Class I – Soft material

Soft material shall include all materials which in the opinion of the ADS-MK representative, does not require blasting or metal wedges and sledge hammers of compressed air drilling or ripping or rooting. It shall include gravel stones and

boulders less than 0.2 cubic meters in volume, which can be removed without re-course to these methods.

2. Class II – Compacted Gravel or Decomposed Rock

Compacted Gravel or decomposed rock shall include all material such as consolidated murrum and decomposed or stratified rock, weathered tuff, stone, or boulder less than 0.2 cubic meters in volume which are harder than soft or normal material in that they may be extracted by ripping as defined in Clause III, or in confined spaces by hand excavation by using compressor tools providing all reasonable steps to the satisfaction of the ADS-MK Representative have been taken to facilitate the removal of the material by other methods

3. Class III – Rock

Rock shall include all material which in the opinion of the ADS-MK Representative requires blazing or the use of materials wedge hammers or the use of compressed air drilling for its removal or cannot be extracted by ripping with a tractor of at least 180 hp and rear noted heavy duty ripper. Individual boulders greater than 0.2 cubic meters in volume shall be included in this class. It should be noted that blasting shall not be allowed.

4. Sterilizing Water Retaining Structures

The inside of all interior pipe-work and fitting shall be thoroughly cleaned and washed after water – tightness test has been approved by the ADS-MK Representative to remove all contamination and the water from these operations shall be removed by squeegees and drained away.

5. Accommodation

The Contractor shall provide accommodation for his workers. This may include providing a workers camp on site.

6. Precautions against Contamination of the Works

The contractor shall at all times take every precaution against contamination of Works. He shall give strict Instructions to all persons employed by him to use sanitary accommodation provided. Clause 13 of the Conditions of Contract will be rigidly enforced.

7. Supply of Water

The Contractor shall make his own arrangements for obtaining, storing, transporting and pumping of water required for drilling purposes and for use by the drilling crew at the site.

8. Supply of Electricity

The Contractor shall make his own arrangements for obtaining power for use for the works on site.

9. First Aid Outfits

During the period of erection on Site, the Contractor shall at each place where work is in progress provide an adequate First Aid Outfit, which shall be easily accessible at all times, and shall replenish and maintain as use demands, at his own cost. The provision of these kits shall be considered part of the contractor's obligations and allowed for the rate and price in the schedule of prices.

The first aid kits shall be available for use by the ADS-MK staff as well as the contractor's staff on site.

10. Lighting and Security

Lighting and Security shall be the responsibility of the Contractor

11. Contractor's Equipment

The contractor shall provide, maintain and remove on completion of works all temporary installations, equipment and devices necessary for the completion of the works.

12. Survey Beacons

During the progress of works, the Contractor shall not remove, damage alter or destroy in any way whatsoever, any plot or survey beacons. The Contractor shall notify the ADS-MK Representative of the need to interfere with any beacon. The ADS-MK Representative shall approve any removal and reinstatement that he considers necessary. Should any beacon be found to be above or below the level of the finished work, the Contractor shall immediately report the same to the ADS-MK representative. Should any beacon be damaged or destroyed by the Contractor he shall forthwith report the damage to the ADS-MK and the relevant authorities and shall be held liable for cost of reinstatement thereof.

13. Damage to Lands

Minimum damage shall be done to the land and the reinstatement should be made to the approval of ADS-MK.

14. Reinstatement of Roads and Footways

The opening up of roads and footways and reinstatement of the same shall in all respects be carried out to the approval of ADS-MK.

15. Existing Services and Installations

The Contractor shall take every precaution to ensure that all existing services, pipes cables, boundary fence, drainage e.t.c within and near the line of excavation, are located, supported and safeguarded from damage. Any damage caused to any such facilities attributable to the contractor's operations, his constructional traffic or his negligence shall be made good by the Contractor at his own expense to the satisfaction of ADS-MK or the responsible authority.

16. Sign Board

The contractor shall provide, sign-write, erect and maintain until the expiry of the defects liability period sign boards of sound timber construction and hollow section steel upright to the dimensions, sign-written and painted in durable colours, as directed by ADS-MK. Such signboards shall be removed upon expiry of the defects liability period, and such removals shall be a prerequisite for the issuance of the defects liability certificate.

The signboards shall each contain no more than 10 m² of inscribed painted timber surfaces and have a total height above ground level of not more than 3.8 m. The steel uprights shall be imbedded in class 20 concrete of sufficient volume to give the whole assembly adequate stability.

17. Provision of facility For Inspection

The Contractor shall provide the necessary tackle, access, equipment, devices, consumable and labour to enable ADS-MK conveniently to carry out such inspections as they deem necessary at all times during the period of the Contract.

SECTION H: Borehole Technical Specifications

18. Borehole Location

The Contractor shall drill the borehole at the exact location designated by the ADS-MK. Access to the site shall be the responsibility of ADS-MK. Tracks required for access of drilling plant, gear, and accessories to the borehole shall be made by the Contractor and should as little as necessary interfere with existing fences and farms including those owned by others without their express permission. Arrangement for access to the site through private land other than shall be done by the Contractor at his own expense.

19. Environment Protection of the Site

Care must be taken in the handling and storage of drilling fluids, oils greases and fuel on site, to avoid any environmental degradation. The contractor shall dispose of any toxic materials, drilling materials and other additives, cuttings and discharged water in a manner approved by ADS-MK so as not to create damage to ADS-MK property or any other property in the surrounding area.

The Contractor shall minimize disturbances to the existing facilities. This shall particularly include ensuring that bailed fines and pumped test water are discharged in a manner that does not create a nuisance either to public, private or ADS-MK property.

Site reinstatement under the condition of contract shall include the removal of all hydrocarbons spilled, leaked or otherwise released and associated packaging and cotton waste. Site reinstatement is deemed as an integral part of demobilization.

20. Mobilization, demobilization and site restitution

All machinery, equipment and materials to carry out the drilling, test pumping, headwork's construction, etc as specified in BOQ, are to be mobilized to the site. The drilling rig should be capable of attaining a minimum depth of 200m at 12-inch diameter, by means of direct rotary or air-hammer technique.

Testing pumping equipment should be independent from the drilling rig. At the start of the Contract, ADS-MK will verify the specifications and state of repair of all the major items of plant. ADS-MK shall have the right to order the removal and/replacement of any plant, which in its opinion is insufficient or unsatisfactory.

21. Borehole Depths and Diameter

The envisaged borehole depth is approximated to range from 150- 220 m depth, while the drilling diameter shall be such that it is able to accept a casing of not less than 8 inch diameter with 2inch gravel pack around the casing. The contractor shall however drill to the total depth and at such diameter as will be instructed by ADS-MK.

The borehole will not be acceptable if drilling of such depth and diameter other than instructed ADS-MK

22. Drilling Method

The Contractor is obliged to make exclusive use of the rotary drilling or air hammer technique. Percussion drilling shall not be accepted. The Contractor shall submit a detailed account of his proposed drilling method, additives etc. for approval by ADS-MK.

23. Sampling

Representative, continuous samples (min 200 grams) of the strata penetrated shall be collected for each 2 m intervals and by whatever method is standard for the drilling techniques in use and approved by ADS-MK. The contractor shall take every possible precaution to guard against sample contamination. Samples are not to be washed. The samples shall be put into suitable sample bags, labeled with the depth interval, and stored in a portion where they will not be contaminated by site conditions or drilling operations. Geological logging will be the responsibility of ADS-MK.

24. Temporary casing

Installation and diameter of any temporary casing required for the installation of the borehole will be left to the Contractor so long as the finished product meets the specifications. Cost for supply, installations and removal of temporary casing shall be borne entirely by the Contractor. The Contractor cannot claim for any casing left in the borehole, which is not retrievable.

25. Borehole Construction

The construction of the borehole shall be made by the Contractor in consultation with ADS-MK after drilling is completed.

26. Casing and Screens

Aquifer zones shall be completed or partly lined with 8 inch class B mild steel casings and torch-cut (gas slotted) mild steel screens as decided and approved by ADS-MK. The screen open area shall not be less than 2% and shall have a uniform slot size of 1 to 1.5 mm. The casing and screens must be centralized in the borehole so that a minimum 1" (25mm) annular space exists between the borehole wall and the casing.

27. Verticality

If required by ADS-MK, the Contractor will conduct a verticality test during and after drilling by approved methods to demonstrate that the departure from the vertical does not exceed 3 in 100 between ground level and the base of the borehole.

If this departure is exceeded, the Contractor shall make the necessary corrections to the approval of ADS-MK, without additional payment. If the error cannot be corrected, then drilling shall cease and a new borehole be drilled at a position nearby, indicated by ADS-MK. The abandoned borehole shall be backfilled and/or capped by methods approved by ADS-MK. No payment will be made for the drilling and the sealing of abandoned borehole, or for moving to the new site.

28. Gravel pack and Clay Seal

Suitable gravel pack shall be supplied by the Contractor. Prior to delivery, samples of the gravel pack shall be analysed for grain size and approved by the ADS-MK. Gravel should consist of washed, well-rounded particles of a uniform grading. The gravel shall contain not less than ninety (90) % siliceous material and contain no clay, shales, silt, fines and excessive amount of calcareous materials or crushed rock. In terms of grain size, ninety (90) % shall conform to the grading specified and the Contractor shall be required to submit samples of the material prior to installation for approval by ADS-MK. Sufficient gravel pack shall be installed to cover completely the uppermost screen, plus an additional length of not less than 15m (to allow for setting).

The gravel pack should be capped with a bentonite clay seal (minimum thickness three (3) meters) to prevent contamination. The annular space above this seal can be back-filled with inert drilling cuttings. The top three (3) meters should be grouted with cement.

29. Sanitary Seal

To provide an effective seal to the entry of contaminants, the upper meters of the borehole will be grouted using cement slurry 1.85-2.15 kg/litre. Grout is to be injected into the annulus between the casing and the walls of the hole, by a method to be approved by ADS-MK.

30. Yield Estimates during Drilling

When rotary drilling method is used, a ninety (90) degree V-notch flow measurement device or a drain pipe shall be permanently set up in an approved manner at level in the drain line so that continuous monitoring of air lift yield can be obtained. Average yields shall be read and rated every three (3) meters of penetration and as otherwise directed by ADS-MK, and recorded in the driller's log. Care should be taken to ensure that no floating debris impede the flow of water over the V-notch or through the drainpipe. Should air Hammer technique be used, the contractor shall provide details of how he intends to carry out the yield estimates to the satisfaction of ADS-MK.

31. Development and Cleaning of Borehole

Development and cleaning of the borehole shall be carried out by the Contractor upon completion of the drilling and installation of casing.

This will remove the native silts, clays and drilling fluid residues deposited on the borehole wall and adjacent portions of the aquifer during the drilling process.

If organic drilling fluids are used, they shall be broken down chemically according to manufacturer's recommendation before or during development of the borehole. Cleaning shall be carried out by airlift pumping, surging, backwashing or jetting. Clay desegregation by means of Sodium Hexametaphosphate ('Calgon') treatment might be necessary.

The method proposed by the Contractor for development of borehole shall be submitted to ADS-MK in writing for approval. Development of the borehole shall be effective from the depth at which water is encountered to the bottom of the borehole. Development shall continue until water is completely free from fine particles, as to be decided by ADS-MK. Upon completion of development, any accumulation of materials shall be removed from the bottom of the borehole by airlifting.

32. Test Pumping

The Contractor shall perform test pumping to establish well performance and yield of the borehole. Standard test pumping will consist of a 4-hour step-drawdown test, followed by a constant discharge test for a period of 24 hours, which might be extended at the discretion of ADS-MK if the water level has not stabilized after the 24 hours. The Contractor shall provide a suitable means of achieving the rate of flows specified.

Before testing, the borehole will be subject to a short term test (calibration) to establish the approximate yield/drawdown properties and to decide upon pumping rates for step-drawdown or continuous yield tests. Sufficient time shall be allowed for the recovery of water level in the borehole between each type of test. This shall be at the discretion of ADS-MK.

Discharge measurements shall be made by using a flow meter or an otherwise approved calibrated measuring device. During the test pumping, the discharge water must be handled and disposed off in an appropriate manner to a point of overland drainage sufficiently far from the well to prevent recharge. The water shall be diverted over a distance of at least 1 00m from the wellhead.

During all testing operations, once the flow rate has been determined and preliminary adjustments made, the measured discharge rate shall be maintained within five (5) % of the required rate for the duration of the test. Persistent fluctuations beyond this tolerance will require abortion of the test, for which payment shall not be made.

Any test which is aborted due to the reasons above shall be repeated after recovery of the water level. No payment shall be made for aborted tests or for standby time during water level recovery after aborted tests.

33. Step Drawdown Test

At the discretion of ADS-MK, depending on hydro-geological conditions encountered, the Contractor will conduct a step drawdown test of not less than four (4) hour duration. The step drawdown test shall comprise pumping the well at least four (4) separate discharge rates specified by ADS-MK, each step lasting for at least one (1) hour.

The change from one pumping rate to the next shall be effected without stopping the pump by means of a gate valve in the discharge pipe, or by any other means to be approved by ADS-MK. The change from one step to the next shall take place in the shortest time possible. During the last step pumping phase, water discharge measurements shall be taken at appropriate time intervals as instructed by ADS-MK, while at the same time Electrical Conductivity (EC) readings are to be taken.

34. Constant Discharge Test

At the discretion of ADS-MK, a constant discharge test for a maximum duration of 24 hours pumping and 24 hours recovery may be implemented. The discharge rate at which the well is to be pumped shall be specified prior to the test. During the test, water levels and discharge measurements shall be made at the same times intervals as for the step drawdown test. Pumping test data shall be supplied to ADS-MK from all pumping tests conducted at the borehole. These will show dates, water levels, discharge rates, electrical conductivity values, time of starting and stopping the pump, change of discharge, weather, and other conditions that could affect the test data.

35. Water Level Observations

The Contractor shall supply appropriate water level gauges for measuring water levels in the borehole to the nearest 10 mm at predetermined intervals. The minimum length of the dipper shall be 220 meters. Wellhead arrangements shall permit these gauges to be inserted and passed freely. Hereto the Contractor shall be required to install a dipping tube, minimum $\frac{3}{4}$ " inner diameter, lowered to approximately 1 meter above the pump. Other means of measuring water levels are subject to approval by ADS-MK.

36. Electrical Conductivity (EC) Measurements

The Contractor shall have an operational EC-meter on site to take electrical conductivity readings whenever required during drilling, development and test pumping.

37. Records

Daily activity records shall be kept by the Contractor for the borehole. The records shall contain the information as specified below

Daily Records

- ✓ Dates of reporting
- ✓ Names of foreman and drillers
- ✓ Method of drilling
- ✓ Diameter of hole, and depth of changes in diameter
- ✓ Depth of hole at start and end of shift or working day
- ✓ Depth and size of casing at start and end of shift or working day
- ✓ Description of rocks drilled with depths of transitions encountered
- ✓ Depth at which water is struck (WSL)
- ✓ Depth at which the water rests (WRL)
- ✓ Yield of air lifted water, when drilling or developing with air
- ✓ Time log showing rate of penetration in meters per minute, type of bit, standby time due to breakdown.
- ✓ Depth intervals at which each formation samples are taken
- ✓ Records of components and quantities used or added to the drilling fluid or air
- ✓ Water level at the start of each working day
- ✓ Electrical conductivity measurements
- ✓ Problems encountered during drilling
- ✓ Details on installation in the borehole (if any)
- ✓ Depth and description of well casing
- ✓ Depth and description of well screens
- ✓ Details of work to be invoiced at hourly rates (e.g. test pumping)
- ✓ A copy of the daily drilling record shall be made available daily, including any other pertinent data as may be requested by ADS-MK.

38. Borehole completion record

- ✓ As per standard borehole completion form.
- ✓ Detailed driller's log
- ✓ Copy of standard chemical water quality test
- ✓ Borehole design and installation details (as-built drawing)
- ✓ A copy of the Borehole Completion Record Certificate shall be made available and approved by ADS-MK on completion of the borehole. Three copies of these Records shall be forwarded to the ADS-MK.

39. Water Sampling

Water samples for testing the chemical and bacteriological water quality will be taken at the end of the test pumping. The Contractor shall keep on site a minimum of twelve (12) suitable one-litre capacity water containers and shall collect and store water samples as directed by ADS-MK.

40. Capping the Borehole

During borehole construction, installation, development and test pumping, the Contractor shall use all reasonable measures to prevent entrance of foreign matter into the borehole. The Contractor shall be responsible for any objectionable materials that may fall into the borehole and any effect it may have on water quality or quantity until completion of the works and acceptance by ADS-MK.

41. Acceptance of Borehole

The borehole shall only be accepted by ADS-MK upon satisfactory completion of all drilling operations, installation of casing and screens, development works, test pumping and wellhead construction. In the unlikely event of a dry hole, the employer shall only pay for the works of drilling.

42. Loss of Equipment

Any equipment lost down a borehole must be removed or the borehole will be considered a lost bore. A replacement borehole will have to be constructed and test pumped at the Contractor's expense.

43. Lost Bore

Should any incident to the plant, behaviour of the ground, jamming of the tools, or casing, or any other cause prevent the satisfactory completion of the works, a borehole shall be deemed to be lost and no payment shall be made for that bore or for attempting to overcome any materials not recovered there-from, nor for any time spent during drilling or while in problems. If the bore is lost, the Contractor shall permanently seal the bore at his cost.

In the event of a lost bore, the Contractor shall construct a borehole immediately adjacent to the lost bore or at a site indicated by ADS-MK. The option of declaring any bore lost shall rest with the Contractor, subject to the approval of ADS-MK.

The abandoned hole shall be treated as follows:

- (a) The Contractor may salvage as much casing and screen from the initial borehole as possible and use it, in a new borehole if not damaged, with the approval of ADS-MK. Salvaged material shall remain the property of the Contractor.
- (b) The borehole shall be sealed by concrete, cement grout, or neat cement and shall be placed from the bottom upward by methods that will avoid segregation or dilution of materials.

- (c) The upper 2 meters of borehole shall be backfilled with native top soil. Scaling of the abandoned borehole shall be done in such a manner as to avoid accidents and to prevent it from acting as a vertical conduit for transmitting contaminated surface or subsurface water into the water bearing formations.

44. Construction of Well Head Cover and Apron

The Contractor shall on completion of the borehole cap the top with a mild steel blank flange, which shall incorporate a threaded nipple of 19 mm (3/4") diameter with cap, welded to the flange, to enable dipping access to the borehole. The blank flange shall be 400 mm above ground level and be bolted to a mild steel flange welded to a minimum of 2 m length of mild steel casing coated internally and externally with non-toxic or bitumen or epoxy coating to the approval of ADS-MK. This casing shall fit neatly over the borehole casing and be permanently grouted in at the time of completion of the borehole. Prior to, during and after the construction of head-works, the Contractor must ensure that no debris whatsoever falls into the borehole.

45. Well Disinfection

Disinfection of the borehole shall be carried out by the Contractor before demobilization from the site. This shall be done by placing a chlorine solution into the well so that a concentration of at least 50 mg/litre of available chlorine existing in all parts of the borehole at static conditions. All the borehole surfaces above the static water level shall be completely flushed with the solution. The solution shall remain in the borehole for a minimum period of 2 hours before pumping the borehole to waste.

46. Cleaning and Clearing up of site

The Works shall be handed over in a neat, clean, and aesthetically acceptable condition to the satisfaction of ADS-MK. All excess materials shall have been removed from site or handed over to ADS-MK and stored away, as appropriate. Packaging, trimmings, debris and the like shall have been disposed of; covers, surfaces etc restored, wiring and cables bunched and put out of normal view where appropriate and the Works generally handed over in a condition which would be indicative of reasonable workmanship.

On completion of the borehole the site must be left clean and free from all debris, hydrocarbons and waster, and all pits filled to the satisfaction of ADS-MK. A site not delivered clean may render the borehole unacceptable.

SECTION I: Bill of Quantities (BOQ)**Preamble to Bills of Quantities**

- (a) The objective of these Bills of Quantities is to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and
- (b) When a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.
- (c) Tenderers should as much as possible ascertain the correctness of the measurements given by visiting the site. All the rates or tender sum shall cover for all the costs necessary for the functional execution and completion of the works.
- (d) Tenderers should include in the rates all costs necessary for the execution of the works including but not limited to Insurance, Security, and Statutory Obligations among others.
- (e) Tenderers should familiarize themselves with the conditions relating to working in hazardous areas, the Safety Permit system, and requirement for adherence to existing Safety Regulations of ADS-MK.
- (f) Payment shall be made periodically for works executed and re-measured. There shall be no Advance Payments for this contract.

SECTION J: Standard Forms**List of Standard Forms**

- i. Form of Tender
- ii. Letter of Acceptance
- iii. Form of Agreement
- iv. Performance Bank Guarantee
- v. Tender Questionnaire
- vi. Confidential Business Questionnaire
- vii. Details of Sub-contractors
- viii. Letter of Notification of Award

FORM OF TENDER

To: _____ (Name of Employer): _____

Date: _____ Name of Contractor: _____

Dear Sir,

1. In Accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to drill, construct and complete such Works and remedy any defects therein for the sum of Kshs.(amount in figures/Kenya shillings) _____
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until(insert date), and it shall remain binding upon us and may be accepted at any time bore that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance whereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of _____ 2015

Signature _____ in the capacity of duly authorized to sign tenders for and on behalf of tenderer.

(Name of Tenderer) _____

(Postal Address of Tenderer) _____

Witness: Name _____

Postal Address _____

Signature _____ Date _____

LETTER OF ACCEPTANCE

(DATE) _____

To: _____ (Name of the Contractor)

Postal Address of the Contractor _____

Dear Sir,

This is to notify you that your Tender dated _____

for the execution of **TENDER NUMBER FOR DRILLING AND**

CONSTRUCTION OF ONE BOREHOLE AT NKARUSA, KAJIADO WEST SUB-COUNTY for

the Contract price of Kshs.----- (amount in figures/Kenya shillings)----- (amount in words) in accordance with the Instruction of Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized signature

Name and Title of Signatory

Attachment: Agreement

FORM OF AGREEMENT

This agreement, made the _____ day of _____ 2015 between

ANGLICAN DEVELOPMENT SERVICES-MT.KENYA whose registered office is situated at Bishop Chipman House, Nyeri (hereinafter called “**the employer**”) of the one part AND

_____ (hereinafter called “**the Contractor**”) of the other part.

Whereas ADS-MK is desirous that the Contactor executes:

TENDER NUMBER FOR DRILLING AND CONSTRUCTION OF ONE BOREHOLE AT NKARUSA, KAJIADO WEST SUB- COUNTY

(hereinafter called “the works”) located at Nkarusa Village, Oloirien Location, Kajiado West Sub- County and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract price of Kshs. (Amount in figures) _____ , Kenya shillings (amount in words)

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract
 - (iv) Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bill of Quantities

- 3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Employer hereby covenants to pay the Contractor in consideration the execution and completion of the Works and 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 manner prescribed by the Contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

(ii) Name _____

Address _____

Signature _____

FORM OF TENDER SECURITY

WHEREAS (hereinafter called “the Tenderer) has submitted his tender datedfor the construction of.....
..... (name of Contract)

KNOW ALL PEOPLE by these presents that WEhaving our registered office at (hereinafter called ‘the Bank”), are bound unto hereinafter called “the Employer”) in the sum of Kshs for which [payment we; and truly to be made to the presents sealed with the Common Seal of the said Bank this Day of 2015

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the specified in the instructions to tenderers.
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

[Date].....

[Witness].....

[Signature of the Bank].....

[Seal]

PERFORMANCE BANK GUARANTEE

To: _____ (Name of Employer)

(Date) _____

----- (Postal Address of Employer)

Dear Sir,

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in
pursuance of Contract No.-----dated-----to execute-----
----- (hereinafter called "the Works");

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you,
onbehalf of the Contractor, up to a total Kshs-----amount of Guarantee
infigure) Kenya shillings----- (amount of guarantee in
words), and we undertake to pay you, upon your first written demand and without your needing to
prove or to show grounds or reasons for your demand for the sum specified therein. We hereby
waive the necessity of your demanding the said debt from the Contractor before presenting us
with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of
the Works to be performed thereunder or of any of the Contract documents which may be made
between you and the Contractor shall in any way release us from any liability under this
Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR-----

Name of Bank-----

Postal Address----- Date-----

TENDER QUESTIONNAIRE

Please fill in block letters

1. Full name of tenderer:
.....
2. Full address of tenderer to which tender correspondence is to be sent (unless an Agent has been appointed below);
.....
3. Telephone number (s) of tenderer
.....
4. Telex of tenderer
.....
5. Name of tender's representative to be contacted on matters of the tender during the tender period:
.....
6. Details of tender's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, and telex)]
.....
.....

Make copy and deliver to: ANGLICAN DEVELOPMENT SERVICES-MT.KENYA

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or whichever 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; Country/Town

Plot No. Street/Road

Postal Address Tel, No.

Nature of Business

Current Trade Licence No. Expiring date

Maximum value of business which you can handle at any time Ksh in figures

.....

Name of your bankers

Branch

Part 2 (a) – Sole Proprietor

Your name in full Age Nationality

..... Country of Origin

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	Name in Full	Nationality	Citizenship Details	Shares
1)
2)
3)
4)

DETAILS OF SUB-CONTRACTORS

If the Tender wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.

- 1. Portion of Works to be sublet

 - i. Full name of Sub-contractor
 - And address of head office
 - ii. Sub-contractor’s experience of similar works carried out in the last 3 years with Contract value;
 -
 -
 -

Portion of Works to sublet:

- (i) Full name of sub-contractor.....
- And address of head office.....
- (ii) Sub-contractor’s experience of similar works carried out in the last 3 years with contract value;
-
-
-

[Signature of Tenderer]

[Date]

LETTER OF NOTIFICATION OF AWARD

ANGLICAN DEVELOPMENT SERVICES-MT. KENYA

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. Please acknowledge receipt of this letter of notification signifying your acceptance. 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.

You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

[PARTICULARS]

Appendix B DESIGN DRAWING

