



## **Raia Development Initiative (RDI)**

**P.O. BOX 311-70200-Wajir**

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**Website: [rdisomken.org](http://rdisomken.org)**

**TENDER DOCUMENT**

**PROPOSED BOREHOLE DRILLING AND DEVELOPMENT IN  
GERILLEY WAJIR COUNTY**

**TENDER REFERENCE NO.: RDI/2025/06/11/1**

**ISSUED ON: 6<sup>th</sup> November 2025**

**CLOSING DATE: 17<sup>th</sup> November 2025**

**November 2025**

# 1. INVITATION TO TENDER

## RAI DEVELOPMENT INITIATIVE (RDI) - KENYA

P.O Box 311 – 70200, Wajir.

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## Proposed Borehole Drilling and Development IN

## GERILLEY WAJIR COUNTY

ITT Reference No: **RDI/2025/06/11/1**

Date: 06/11/2025

## SECTION I: LETTER OF INVITATION

1. RAI DEVELOPMENT INITIATIVE, hereafter referred to as RDI invites prospective bidders to submit a sealed bid for the **Proposed Drilling and Development of Borehole in Gerilley Wajir County** in accordance with the General Conditions of Contract and the Schedule of requirements as set out in this Invitation to Tender (ITT).
2. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours *8:00am to 5:00pm* at the address given below.
3. A complete Set of Tender documents may be viewed and downloaded FREE from the website [rdisomken.org](http://rdisomken.org) Tenderers who download the tender document and wish to submit a bid must forward their particulars immediately to RDI Wajir Office or [raiadevelopmentinitiative@gmail.com](mailto:raiadevelopmentinitiative@gmail.com) to facilitate any further clarification or addendum.
4. Tenders shall be quoted in Kenya Shillings and shall include all taxes applicable. Tenders shall remain valid for **30 days** from the date of opening of tenders.
5. Completed bids must be delivered to the address below on or before **17/11/2025 at 4.00 p.m.** Electronic Tenders **will not be permitted**.
6. Bids will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below. Late tenders will be rejected.

### Address for Submission and Opening of Tenders:

Name of Procuring Entity: Rai Development Initiative (RDI). Attention: Procurement Manager

Office [raiadevelopmentinitiative@gmail.com](mailto:raiadevelopmentinitiative@gmail.com)

Physical address: Raia Development Initiative (RDI), Office **Along I-Mall Road, Wajir.**

Finance/Procurement

**Rai Development Initiative (RDI)**

Raia Development Initiative (RDI) is a local non-governmental organization working with communities in Kenya, and Somalia. RDI is headquartered in Wajir, Kenya.

RDI's mandate over the years has been Humanitarian Response, Climate Action, Health and Nutrition, Peacebuilding and Governance, Research and Advocacy, Food Security and Livelihood (FSL), and Water, Sanitation and Hygiene (WASH).

RDI with support from Dariswanaag Kenya and funding from Adam Smith, is implementing a cross-border project titled '*Strengthening trust and resilience to violent extremism through sustainable water access between the ministry of interior (wajir county) and the Gerilley Community.*' One of the deliverables is Proposed Drilling and Pump Testing of Borehole at Gerilley in Wajir County.

## 2. ESSENTIAL REQUIRED DOCUMENTS

The tenderer must attach the following documents to the tender to be submitted:

- i. Copy of Certificate of Incorporation/Registration.
- ii. Disclosure of business ownership (Directors/ Partners /Sole Proprietor). Attach a copy of CR12 Form.
- iii. Valid Business permit
- iv. KRA PIN with VAT obligation
- v. Copy of Valid and current Business Permit
- vi. Copy of Valid registration for National Construction Authority (NCA 5,6,7) Water Work and Building works.
- vii. Bidder to provide self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice.
- viii. Only certified Statement of comprehensive income for the last three years (**Max. 3 pages**) signed by auditors.
- ix. Company Profile with brief business description, physical location, address and company structure.
- x. Evidence of Past Experience in Similar work done for the last 3 years.
- xi. Duly filled, completed and stamped BOQ.

**NB. Only those who meet the mandatory requirement will proceed to technical evaluation.**

### SECTION 3: BILL OF QUANTITIES

PREAMBLE	
1	The Bill of Quantities form part of the Contract Documents and are to be read in conjunction with the designs and technical specifications.
2	The prices and rates to be inserted in the Bill of Quantities will include Contractor's overheads and profits for execution of the work.
3	Each item in the Bill of Quantities contains only a brief description of the proposed work. Fuller details and directions of the work to be done, the materials to be used, the standards of workmanship, methods of measurement and payment are to be found in the various sections of the Specifications.
4	The Quantities set forth in the Bill of Quantities are estimated and representing substantially the work to be carried out. There is no guarantee to the Contractor that they will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfilment of his obligation under the Contract.
5	The Tenderer is required to visit the site of the proposed work, as it their responsibility to ascertain the conditions governing access to the site, the external working space, storage area and any other information that they may find necessary before they can tender for the work.
6	Cost and expenses in connection with any other preliminary item which is not listed in the Bill of Quantities , but is necessary for the due completion of works, is deemed to be included in the tender rates.
7	Mechanical plant and equipment which emits excessive noise, smoke, fumes, obnoxious gases etc., will not be allowed to be used in the Site, without the prior approval of the Engineer.
8	The contractor shall be responsible for any loss or damage to the works, existing structures, adjoining structures and unfixd materials.
9	The contractor shall be responsible for provision of safety measures as directed by the Engineer.

10	The contractor shall be responsible for provision of sanitary facilities near all work stations. The cost of these shall be included in the rates.	
11	The contractor shall be responsible for providing necessary lighting, watchmen and other suitable security measures during construction until handing over.	

### **Acronyms and Abbreviations**

<b>BD</b>	Bidding Document
<b>BDS</b>	Bid Data Sheets
<b>BOQ</b>	Bill of Quantities
<b>GCC</b>	General Conditions of Contract
<b>IFB</b>	Invitation for Bids
<b>ITB</b>	Instructions to Bidders
<b>JVCA</b>	Joint Venture, Consortium or Association
<b>PCC</b>	Particular Conditions of Contract
<b>KES</b>	Kenya Shillings (KES)

## **PART 1 – Bidding Procedures**

### **Section 1 - Instructions to Bidders (ITB)**

#### **Table of Clauses**

##### **Section I - Instructions to Bidders**

###### **A. General**

- 1. Scope of Bid**
  1. In connection with the Invitation for Bids **specified in the Bid Data Sheet (BDS)**, Raia Development Initiative issues these Bidding Documents for the procurement of the Works as specified in Part II Section VII, Works Requirements.
  2. Throughout this Bidding Document:
    - (a) the term “in writing” means communicated in written form and delivered against receipt;
    - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
    - (c) “day” means calendar day.
- 2. Source of Funds**
  1. Deris Wanaag through Raia Development Initiative has set aside funds to make eligible payments under the contract(s) for which these Bidding Documents are issued.
- 3. Corrupt and Fraudulent Practices**
  1. Raia Development Initiative and Deris Wanaag requires compliance with its Policy in regard to corrupt and fraudulent practices as set forth in Section VI.
- 4. Eligible Bidders**
  1. A Bidder must be a firm that is a private entity.
  2. A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
    - a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or

- b. receives or has received any direct or indirect subsidy from another Bidder; or
  - c. has the same legal representative as another Bidder; or
  - d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of Raia Development Initiative and Deris Wanaag regarding this bidding process; or
  - e. or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
  - f. or any of its affiliates has been hired (or is proposed to be hired) by Raia Development Initiative and Deris Wanaag as Engineer for the Contract implementation;
  - g. has a close business or family relationship with a member of the professional staff of Deris Wanaag or Raia Development Initiative, who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to Raia Development Initiative and Deris Wanaag throughout the procurement process and execution of the contract. Bidders shall be required to make a declaration to this effect.
3. A Bidder MUST be registered in Kenya.
4. A Bidder that has been sanctioned by Raia Development Initiative and Deris Wanaag in accordance with the above ITB 3.1, shall be ineligible to be prequalified for, bid for, or be awarded a Deris Wanaag financed contract or benefit from an Deris Wanaag financed contract, financially or otherwise, during such period of time as Raia Development Initiative and Deris Wanaag shall have determined. The list of debarred firms and

individuals is available at the electronic address **specified in the BDS.**

5. A Bidder shall provide such evidence of eligibility satisfactory to the Raia Development Initiative , as Raia Development Initiative shall reasonably request.

**5. Eligible Materials, Equipment and Services**

1. The materials, equipment and services to be supplied under the Contract and financed by Deris Wanaag may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At Raia Development Initiative's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

**B. Contents of Bidding Document**

**6. Sections of Bidding Document**

1. The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

**PART 1 Bidding Procedures**

Section I - Instructions to Bidders (ITB)

Section II - Bid Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

**PART 2 Works Requirements**

Section VII - Works Requirements

**PART 3 Conditions of Contract**

Section VIII - General Conditions of Contract (GCC)

Section IX - Particular Conditions of Contract (PCC)

Section X - Contract Forms

2. The Invitation for Bids issued by the Employer is not part of the Bidding Document.
3. Unless obtained directly from the Raia Development Initiative Raia Development Initiative is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Raia Development Initiative shall prevail.
4. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.

**7. Clarification of Bidding Document, Site Visit.**

1. A Bidder requiring any clarification of the Bidding Document shall contact Raia Development Initiative in writing at the email address **specified in the BDS**. Raia Development Initiative will respond in writing by email to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. Raia Development Initiative shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the clarification result in changes to the essential elements of the Bidding Documents, Raia Development Initiative shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
2. The Bidder is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

**8. Amendment of Bidding Document**

1. At any time prior to the deadline for submission of bids, Raia Development Initiative may amend the Bidding Documents by issuing addenda.

2. Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Document from Raia Development Initiative in accordance with ITB 6.3.
3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, Raia Development Initiative, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

## **C. Preparation of Bids**

### **9. Cost of Bidding**

1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, And Raia Development Initiative and Deris Wanaag shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **10. Language of Bid**

1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and Raia Development Initiative, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

### **11. Documents Comprising the Bid**

1. The Bid shall comprise the following:
  - a. Letter of Bid in accordance with ITB 12;
  - b. Completed Schedules, in accordance with ITB 12 and 14: as specified in the BDS;
  - c. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
  - d. documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
  - e. Technical Proposal in accordance with ITB 16; and
  - f. any other document required in the BDS.
2. The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

### **12. Letter of Bid and Schedules**

1. The Letter of Bid and Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding

Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

**13. Alternative Bids**

1. Alternative bids shall not be considered.
2. Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price Raia Development Initiative design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by Raia Development Initiative, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by Raia Development Initiative.

**14. Bid Prices and Discounts**

1. The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.
2. The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV. Bidding Forms. Items against which no rate or price is entered by the Bidder will not be paid for by Raia Development Initiative when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
3. The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.
4. The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
5. Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed.
6. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total bid price submitted by the Bidder.

7. If so, indicated in ITB 1.1, Bidders wishing to offer any price reduction for the award shall specify in their bid the price reductions applicable to the Contract. Price reductions or discounts shall be submitted in accordance with ITB 14.5.

**15. Currencies of Bid and Payment**

1. The currency(is) of the bid and the currency(is) of payments shall be as specified in the BDS.

2. Bidders may be required by Raia Development Initiative to justify, to Raia Development Initiative satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the Lump Sum, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

**16. Documents Comprising the Technical Proposal**

1. The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

**17. Documents Establishing the Qualifications of the Bidder**

1. In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

**18. Period of Validity of Bids**

1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by Raia Development Initiative in accordance with ITB 22.1. A bid without a validity period or with a shorter period shall be rejected by Raia Development Initiative as nonresponsive.

2. In exceptional circumstances, prior to the expiration of the bid validity period, Raia Development Initiative may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.

3. If the award is delayed by a period exceeding ninety (90) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:

a. In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS.

**19. Bid Security**

- b. Bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.
  - 1. Not Required.
  - 2. Notwithstanding that a bid security is not required if:
    - a.a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
- (b) the successful Bidder fails to: sign the Contract in accordance with ITB 41;

Raia Development Initiative may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by Raia Development Initiative for a period of time as stated in the BDS.

**20. Format and Signing of Bid**

- 20.1 The Bidder shall prepare one original document comprising the Bid as described in ITB 11 and clearly mark it Original. Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked Alternative.
- 20.2 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialled by the person signing the Bid.
- 20.3 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

## D. Tender Schedule

<b>Task</b>	<b>Tentative Tender Schedule</b>
Advertising of tender	6th November 2025
Closing of tender	17 <sup>th</sup> November 2025 4:00 pm
Opening of tender	18 <sup>th</sup> November 2025 10:00 am
Evaluation	18 <sup>th</sup> – 21 <sup>st</sup> November 2025
Award	24 <sup>th</sup> November 2025

## E. Evaluation and Comparison of Bids

### 26. Confidentiality

1. Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 40.

2. Any attempt by a Bidder to influence Raia Development Initiative in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

3. Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if a Bidder wishes to contact Raia Development Initiative on any matter related to the bidding process, it shall do so in writing.

### 27. Clarification of Bids

1. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, Raia Development Initiative may, at its discretion, ask any Bidder for a clarification of its bid giving a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by Raia Development Initiative shall not be considered. Raia Development Initiative's request for clarification and the response shall be written. No change, including any voluntary increase or decrease in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by Raia Development Initiative in the evaluation of the bids, in accordance with ITB 31.

2. If a Bidder does not provide clarifications of its bid by the date and time set

**28. Deviations, Reservations, and Omissions**

in Raia Development Initiative's request for clarification, its bid may be rejected.

1. During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

**29. Determination of Responsiveness**

1. Raia Development Initiative's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.

2. A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
  - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
  - (ii) limit in any substantial way, inconsistent with the Bidding Document, Raia Development Initiative's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

3. Raia Development Initiative shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VII (Works Requirements) have been met without any material deviation, reservation or omission.

4. If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by Raia Development Initiative and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

### **30. Nonconformities, Errors, and Omissions**

1. Provided that a bid is substantially responsive, Raia Development Initiative may waive any non-material non-conformities in the bid.

2. Provided that a bid is substantially responsive, Raia Development Initiative may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

3. Provided that a bid is substantially responsive, Raia Development Initiative shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods specified in Section III (Evaluation and Qualification Criteria).

### **31. Correction of Arithmetical Errors**

1. Provided that the bid is substantially responsive, Raia Development Initiative shall correct arithmetical errors on the following basis:

- (a) 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, unless in the opinion of Raia Development Initiative there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

**32. Conversion to Single Currency**

2. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

1. For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified in the BDS. All Raia Development Initiative Contracts shall be in Kenya Shillings (KES).**

**33. Margin of Preference**

1. Margin of Preference shall not apply for Raia Development Initiative procurements.

**34. Subcontractors**

1. Raia Development Initiative may permit subcontracting for certain specialized works as indicated in Section III. When subcontracting is permitted by Raia Development Initiative the specialized sub-contractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors.

2. Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the BDS.**

**35. Evaluation of Bids**

1. Raia Development Initiative shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

2. All Bid which are not substantially responsive shall be rejected. To evaluate the responsive Bids, Raia Development Initiative shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Activity Schedule;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment for nonconformities in accordance with ITB 30.3;
- (f) the additional evaluation factors are specified in Section III (Evaluation and Qualification Criteria);

**36. Comparison of Bids**

1. Raia Development Initiative shall compare the evaluated prices of all substantially

**37. Qualification of the Bidder**

responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.

1. Raia Development Initiative shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III. Evaluation and Qualification Criteria.

2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.

3. An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event Raia Development Initiative shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

**38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**

1. Raia Development Initiative reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, communication shall be made to the bidders.

**F. Award of Contract**

**39. Award Criteria**

1. Subject to ITB 37.1, Raia Development Initiative shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**40. Notification of Award**

1. Prior to the expiration of the period of bid validity, Raia Development Initiative shall notify the successful Bidder, in writing electronically, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted.

2. Until a formal contract is prepared and executed, the notification of award (Letter of Acceptance) shall constitute a binding Contract

between Raia Development Initiative and the successful Bidder.

3. Raia Development Initiative shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

1. Promptly upon notification, Raia Development Initiative shall send the successful Bidder the Contract Agreement.

2. Within fourteen (14) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to Raia Development Initiative.

1. Not Required

1. Raia Development Initiative proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, Raia Development Initiative does not agree on the appointment of the Adjudicator, Raia Development Initiative will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

**41. Signing of Contract**

**42. Performance Security**

**43. Adjudicator**

**Section II - Bid Data Sheet (BDS)**

**A. Preparation of Bids**

<b>ITB 10.1</b>	The language of the bid is: English.  All correspondence exchange shall be in English.  Language for translation of supporting documents and printed literature is English.
<b>ITB 11.1 (b)</b>	The following schedules shall be submitted with the bid:  a. Letter of Bid

- |  |  |
|--|--|
|  | <ul style="list-style-type: none"><li>b. Priced Bill of Quantities</li><li>c. Priced Activity Schedule</li><li>d. Form PER – 1: Proposed Personnel</li><li>e. Form PER – 2: Resume of Proposed Personnel</li><li>f. Forms for Equipment</li><li>g. Construction and Installation Method Description</li><li>h. Mobilization and Installation Schedule</li><li>i. Form ELI -1.1: Bidder Information Form</li><li>j. Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History</li><li>k. Form FIN – 3.1: Financial Situation and Performance</li><li>l. Form EXP - 4.1: General Construction Experience</li><li>m. Form EXP – 4.2(a): Specific Construction and Contract Management Experience</li><li>n. Integrity Statements</li><li>o. Certified Copy of Certificate of Incorporation</li><li>p. Certified copy of CR12</li><li>q. Copy of Valid Tax Compliance Certificate</li><li>r. Copy of registration certificate with National Construction Authority for drilling of boreholes, water works and builders work (NCA-6 and above)</li><li>s. Copy of registration and valid current license with the Ministry of Water Class B.</li><li>t. Certified Audited accounts for the last 3 years</li><li>u. Mandatory Site visit signed by Employee representative</li><li>v. Bank statement or credit letter from bank to demonstrate financial capacity</li></ul> |
|--|--|

	<b>NB:</b> Falsifying information under any of the forms in <b>ITB 11.1(b)</b> shall lead to disqualification of the bidder without any further consultation.
<b>ITB 11.1 (f)</b>	The Bidder shall submit with its bid the following additional documents: Manufacturer’s technical specification sheet for each item of equipment proposed in Bill of Quantities.
<b>ITB 13.1</b>	Alternative technical solutions shall be permitted for the following parts of the Works: Part 2, Section VII – Works Requirements.  If alternative technical solutions are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).
<b>ITB14.5</b>	Bid Prices offered shall be fixed.
<b>ITB 15.1</b>	The prices shall be quoted by the bidder in: <b>Kenya Shillings (KES)</b> .
<b>ITB 18.1</b>	The bid validity period shall be: <b>90 days</b> .
<b>ITB 18.3 (a)</b>	The bid price shall be adjusted by the following factor(s): 0.5% per month of delay beyond the initial validity period.
<b>ITB 19.2</b>	If Raia Development Initiative incurs any of the actions described in subparagraphs (a) or (b) of this provision, Raia Development Initiative may declare the Bidder ineligible to be awarded contracts for a period of one (1) year.
<b>ITB 20.1</b>	Electronic bid submission, hence hard copies are <b>NOT</b> applicable.
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <b>Power of Attorney</b> .

#### D. Evaluation and Comparison of Bids

<b>ITB 32.1</b>	The currency that shall be used for bid submission evaluation and comparison purposes is: Kenya Shillings (KES)
<b>ITB 34.2</b>	a) Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: <b>25 % of the total contract amount</b> .

#### E. Award of Contract

<b>ITB 43.1</b>	The Adjudicator proposed by Raia Development Initiative is: TBA. The hourly fee for this proposed Adjudicator shall be: TBA. The biographical data of the proposed Adjudicator is as follows: TBA
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### **Section III - Evaluation and Qualification Criteria**

This section contains all the criteria that Raia Development Initiative shall use to evaluate bids and qualify Bidders if the bidding was not preceded by a prequalification exercise and post-qualification is applied. In accordance with ITB 35 and ITB 37, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the Kenya Shillings amount.

#### **Table of Criteria**

##### **1. Evaluation**

In addition to the criteria listed in ITB 35.2 (a) – (e) the following criteria shall apply:

##### **1.1 Adequacy of Technical Proposal**

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII (Works Requirements).

##### **1.2 Technical Alternatives**

Technical alternatives, if permitted under ITB 13.1, will be evaluated as follows:

The Technical specifications of proposed alternative equipment to that proposed in the Bill of Quantities will be reviewed to ensure it meets requirements. The Bid price for the technical alternative will then be evaluated in accordance with provisions of ITB 35.2.

##### **1.3 Specialised Subcontractors**

Only the specific experience of sub-contractors for specialized works permitted by Raia Development Initiative will be considered. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

The specialized sub-contractors proposed shall be fully qualified for their work proposed, and meet the same criteria as that for Bidders, as specified in Clause 2 immediately below:

## 2. Qualification

<b>Eligibility and Qualification Criteria</b>							
<b>No.</b>	<b>Subject</b>	<b>Requirement</b>	<b>Submission Requirements</b>	<b>2.1</b>	<b>Registration</b>	<b>Registration in accordance with ITB 4.3</b>	<b>Forms ELI – 1.1</b>
2.2	<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB 4.2	Letter of Bid				
2.3	<b>Eligibility</b>	Not having been declared ineligible by Raia Development Initiative and Deris Wanaag, as described in ITB 4.4 and 4.5	Letter of Bid				
2.4	<b>United Nations resolution or Laws of Kenya</b>	Not having been excluded as a result of prohibition in Kenya laws or official regulations against commercial	Forms ELI – 1.1				

		relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with the ITB and Section V.		
2.5	<b>History of Non-Performing Contracts</b>	Non-performance of a contract <sup>1</sup> did not occur as a result of contractor default since 1 <sup>st</sup> January 2019.	Form CON-2	
2.6	<b>Suspension Based on Execution of Bid Security by Raia Development Initiative or withdrawal of the Bid within Bid validity</b>	Not under suspension based on execution of a Bid Security pursuant to withdrawal of the Bid pursuant ITB 19.2.	Letter of Bid	
2.7	<b>Pending Litigation</b>	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all	Form CON – 2	

		pending litigation will be resolved against the Bidder.		
2.8	<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder <sup>2</sup> since <b>1<sup>st</sup> January 2020</b>	Form CON – 2	
3.1	<b>Financial Capabilities</b>	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as <b>KES 3,750,000 (or credit facility from a reputable bank)</b> per month for the subject contract.	Form FIN – 3.1, with attachments	

	<p>(ii) The Bidders shall also demonstrate, to the satisfaction of Raia Development Initiative, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to Raia Development Initiative, for the last two years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.</p>	
--	---	--

4.1 (a)	<b>General Construction Experience</b>	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last five (5) years, starting <b>1<sup>st</sup> January 2020</b>	Form EXP – 4.1	
4.2 (a)	<b>Specific Construction &amp; Contract Management Experience</b>	(i) A minimum number of similar <sup>3</sup> contracts specified below that have been satisfactorily and substantially <sup>4</sup> completed as a prime contractor, joint venture member <sup>5</sup> , management contractor or sub-contractor <sup>5</sup> during the last five (5) years: (i) one contract of minimum contract price <b>KES 10,000,000.00</b>	Form EXP 4.2(a)	

### 3. Personnel

The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements:

No.	Position	Total Work Experience (years)	In Similar Works Experience (years)	Qualification Requirements
1	<i>Project Manager</i>	5	3	<p><i>At least a Degree in any field</i></p> <p><i>5 years' experience in project management</i></p> <p><i>3 years' experience in borehole projects</i></p>
2	<i>Site Agent/Manager</i>	5	3	<p><i>At least a Degree in any field</i></p> <p><i>5 years' experience in site management</i></p> <p><i>3 years' experience in management of borehole projects</i></p>
3	<i>Civil Engineer/Water Engineer</i>	5	3	<p><i>At least a Degree in Civil Engineering or Water Engineering</i></p> <p><i>5 years' experience in Infrastructure projects</i></p> <p><i>3 years' experience in borehole projects</i></p>
4	<i>Hydrologist/geologist</i>	5	3	<p><i>At least a Degree in Hydrology or Geology</i></p> <p><i>5 years' experience in Hydrology</i></p> <p><i>3 years' experience in oversight borehole drilling</i></p>

5	<i>Drilling foreman</i>	5	3	<i>At least a Diploma in Water Engineering</i> <i>5 years' experience in water projects</i> <i>3 years' experience in managing drilling teams</i>
6	<i>Building works Technician</i>	5	3	<i>At least a Diploma or certificate in Building &amp; Civil Engineering</i> <i>5 years' experience in Infrastructure projects</i> <i>3 years' experience in water projects</i>
7	<i>Plumbing Technician</i>	5	3	<i>At least a Diploma or certificate in Plumbing</i> <i>5 years' experience in water projects</i> <i>3 years' experience in borehole projects</i>
8	<i>Electrical (solar) Technician</i>	5	3	<i>At least a Diploma in Electrical Engineering</i> <i>5 years' experience in Electrical works</i> <i>3 years' experience in solar PV projects</i>

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms.

#### 4. Equipment

The Bidder must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number required
1	<i>Drilling Rig</i>	1
2	<i>Rig support with crane</i>	1
3	<i>Test pumping unit mounted on a truck</i>	1
4	<i>15ton Utility truck</i>	1
5	<i>Water bowser</i>	1
6	<i>Concrete mixer</i>	1
7	<i>Utility vehicle (4 x 4)</i>	1
8	<i>Poker vibrator</i>	1
9	<i>Survey Theodolite</i>	1

1The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV.

#### Section IV - Bidding Forms

##### Table of Forms

***Note: All italicised text in this Section VI is for guidance of Bidders in preparing these Forms and shall be deleted from the final bidding documents submitted.***

##### Letter of Bid

*The Bidder must prepare the Letter of Bid with its letterhead clearly showing the Bidder's complete name and address. The wording of the Letter of Bid shall be exactly as given below with no modification, except as stated in the notes in square brackets.*

Date: ***[insert date (as day, month and year) of Bid Submission]***

Invitation for Bid No.: ***\*\*\*\*\*/10/2025***

**To: Raia Development Initiative**

- a. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- b. We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4.2;
- c. We have not been suspended nor declared ineligible by Raia Development Initiative and Deris Wanaag based on execution of a Bid Security in Kenya in accordance with ITB 4.4 and ITB 19.2.
- d. We offer to execute in conformity with the Bidding Documents the following Works:  
***[insert a brief description of the Works];***
- e. The total price of our Bid, excluding any discounts offered in item (f) below is:

Total price of the Bid ***[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];***

- f. Discounts: If our Bid is accepted, the following discounts for acceptance of this Lot shall apply. ***[Specify in detail each discount offered].***
- g. Our bid shall be valid for a period of ***[specify the number of calendar days]*** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2,

- i. We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Raia Development Initiative and Deris Wanaag, under Kenya laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- j. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: ***[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]***
- k. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- l. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- m. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder\* ***[insert complete name company/firm or Joint Venture]***

Signature: ***[insert signature of person whose name and capacity are shown below]***

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ***[insert complete name, title and capacity of person duly authorized by Power of Attorney to sign the Bid]***

*l*

Date signed ***[insert date of signing day of [insert month], [insert year]***

**The following shall be submitted with the Letter of Bid:**

- **Notarized Power of Attorney** demonstrating that the person signing has been duly authorized to sign the Bid on behalf of the Bidder;
- Letter(s) of Incorporation, (or other documents indicating legal status);

- Joint Venture Agreement (or Memorandum of Understanding) or Association Agreements (when applicable, but without showing any Financial Proposal information).

## **Schedules**

### **Bill of Quantities (BOQ)**

The BOQs are provided in Excel format and accompany these Bidding Documents. Bidders should ensure that they have received the BOQ. The Rates must be inserted for each line item in each of the Bills (Bidder MUST not change and quantities and/or formula as this will lead to disqualification, if a bidder finds error in any part of the BoQ, they should seek clarification through email as provided under **ITB 7.1**). The completed BOQ with Rates included shall be returned as part of the Bidder's offer.

The Total Contract Price in the Grand Summary must be the same as the Total Price in the Letter of Bid. The BoQ is attached in annex .

**technical Proposal**

**Technical Proposal Forms**

**NOTE:** In this section bidders are required to fill the following forms:

- I. Proposed Personnel
- II. Proposed Equipment
- III. Constructions and Installation Method Description
- IV. Mobilization and Installation Schedule

**Forms for Personnel**

**Form PER – 1: Proposed Personnel**

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

<b>1.</b>	<b>Title of position</b>
	<b>Name</b>
<b>2.</b>	<b>Title of position</b>
	<b>Name</b>
<b>3.</b>	<b>Title of position</b>
	<b>Name</b>

<b>4.</b>	<b>Title of position</b>
	<b>Name</b>
<b>5.</b>	<b>Title of position</b>
	<b>Name</b>
<b>6.</b>	<b>Title of position</b>
	<b>Name</b>
<b>etc.</b>	<b>Title of position</b>
	<b>Name</b>

**Form PER – 2: Resume of Proposed Personnel**

The Bidder shall provide all the information requested below. Fields with asterisk (\*) shall be used for evaluation.

<b>Position*</b>		
<b>Personnel information</b>	<b>Name *</b>	<b>Date of birth</b>
	<b>Professional qualifications</b>	
<b>Present employment</b>	<b>Name of Employer</b>	
	<b>Address of Employer</b>	




**Forms for Equipment**

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (\*) shall be used for evaluation.

<b>Type of Equipment*</b>	
<b>Equipment Information</b>	<b>Name of manufacturer,</b>
	<b>Model and power rating</b>
	<b>Capacity*</b>
	<b>Year of manufacture*</b>
<b>Current Status</b>	<b>Current location</b>
	<b>Details of current commitments</b>
<b>Source</b>	<b>Indicate source of the equipment</b> <input type="checkbox"/> <b>Owned</b> <input type="checkbox"/> <b>Rented</b> <input type="checkbox"/> <b>Leased</b> <input type="checkbox"/> <b>Specially manufactured</b>

The following information shall be provided only for equipment not owned by the Bidder.

<b>Owner</b>	<b>Name of owner</b>	
	<b>Address of owner</b>	
	<b>Telephone</b>	<b>Contact name and title</b>
	<b>Fax</b>	<b>Telex</b>
<b>Agreements</b>	<b>Details of rental / lease / manufacture agreements specific to the project</b>	

**Construction and Installation Method Description**

In this sub section you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

**Mobilization and Installation Schedule**

In this sub section you should show the main activities of the assignment, their content and duration, phasing and interrelations and milestones. The proposed work schedule should be consistent with the Schedule VII Works Requirements and show ability to translate them into a feasible working plan.

Work Schedule

<b>N°</b>	<b>Activity<sup>1</sup></b>	<b>Month</b>
-----------	-----------------------------	--------------

		1	2	3	4	5	6
1							
2							
3							
4							
5							
6							
7							
n							

1. . Indicate main activities of the assignment, consistent with the Activity Schedule Note the above table is just but a sample.

## Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

### Form ELI -1.1: Bidder Information Form

Date: \_\_\_\_\_

IFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's name
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ◆ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. ◆ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

- ◆ NCA for buildings
- ◆ TCC
- ◆ PIN registration
- ◆ VAT registration if they are going to charge VAT
- ◆ Copy of auditors licence and audited accounts for 3 years
- ◆ CR12
- ◆ Bank statement or credit letter from bank to demonstrate financial capacity

**Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History**

Bidder’s Name: \_\_\_\_\_

Date: \_\_\_\_\_

Joint Venture Member’s Name \_\_\_\_\_

IFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Non-Performed Contracts in accordance with Section III, Evaluation Criteria and Qualifications

**Tick where applicable**

- ◆ Contract non-performance did not occur since 1<sup>st</sup> January [*insert year*] specified in Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.1.
- ◆ Contract(s) not performed since 1<sup>st</sup> January [*insert year*] specified in Section III, Evaluation Criteria and Qualifications, requirement 2.1

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, KES)
		Contract Identification: Name of Employer: Address of Employer:	

		Reason(s) for non-performance:	
Pending Litigation, in accordance with Section III, Evaluation Criteria and Qualifications			
<b>Tick where applicable</b>			
<p>◆ No pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3.</p> <p>◆ Pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3 as indicated below.</p>			

**Form FIN – 3.1: Financial Situation and Performance**

Bidder’s Name: \_\_\_\_\_

Date: \_\_\_\_\_

Joint Venture Member’s Name \_\_\_\_\_

IFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

**1. Financial data**

Type of Financial information in (currency)	Historic information for previous 5 years, _____				
	(amount in currency, currency, exchange rate, KES equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					

Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

**2. Sources of Finance**

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (KES equivalent)
1		
2		
3		

**2. Financial documents**

The Bidder and its parties shall provide copies of audited financial statements for \_\_\_\_\_ *three(3)* \_\_\_\_\_ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. The financial statements shall:

(a) reflect the financial situation of the Bidder and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

◆ Attached are copies of institutional audit reports for the last three years (2022, 2023 & 2024).

◆ Attached are copies of financial statements<sup>6</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

**Form EXP - 4.1: General Construction Experience**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Joint Venture Member's Name \_\_\_\_\_

ICB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____ <b>Official Email</b> address of Contact person: _____ Telephone: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____ <b>Official Email</b> address of Contact person: _____ Telephone: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____	

		Name of Employer: _____ Address: _____ <b>Official Email</b> address of Contact person: _____ Telephone: _____	
--	--	--	--

**Form EXP - 4.2(a): Specific Construction and Contract Management Experience**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Joint Venture Member's Name \_\_\_\_\_

ICB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ♦	Member in JV ♦	Management Contractor ♦	Sub- contractor ♦
Total Contract Amount				KES *

If member in a JV or sub-contractor, specify participation in total Contract amount			*
Description of work equivalent to Bid requirement			
Employer's Name:			
Contact Person Name:			
Address: Telephone/fax number *Contact person's official E-mail:			

**Section V - Eligible Countries**

**Eligibility for the Provision of Goods, Works and Services in Deris Wanaag-Financed Procurement**

In reference to ITB 4.3, 4.4 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

**ART 2 – Works Requirements**

**Section VII - Works Requirements**

## Table of Contents

### SCOPE OF WORKS

**Project Name:** Proposed Gerille Borehole Drilling, Equipping & Associated Works in Wajir South – Sub County, Kenya

**County:** Wajir

**Location:** Gerille

#### A. DESCRIPTION

Gerille is a trading center along the Wajir, Bor, and Bardhere road in Wajir South Sub-County, approximately 4 kilometres from the Kenya-Somalia border, Grid location 37N 0715746 UTM 0183649 or N01°39'38.04" and E040°56'21.45". The center hosts a livestock market and supports various commercial activities. To address ongoing water shortages, local residents, through the Raia Development Initiative through DERIS WANAAG project, are collaborating with the County Government. Together, they conducted two hydrogeological surveys, both confirming that water extraction through drilling is viable. The proposed location is illustrated in Figs. 1 below.

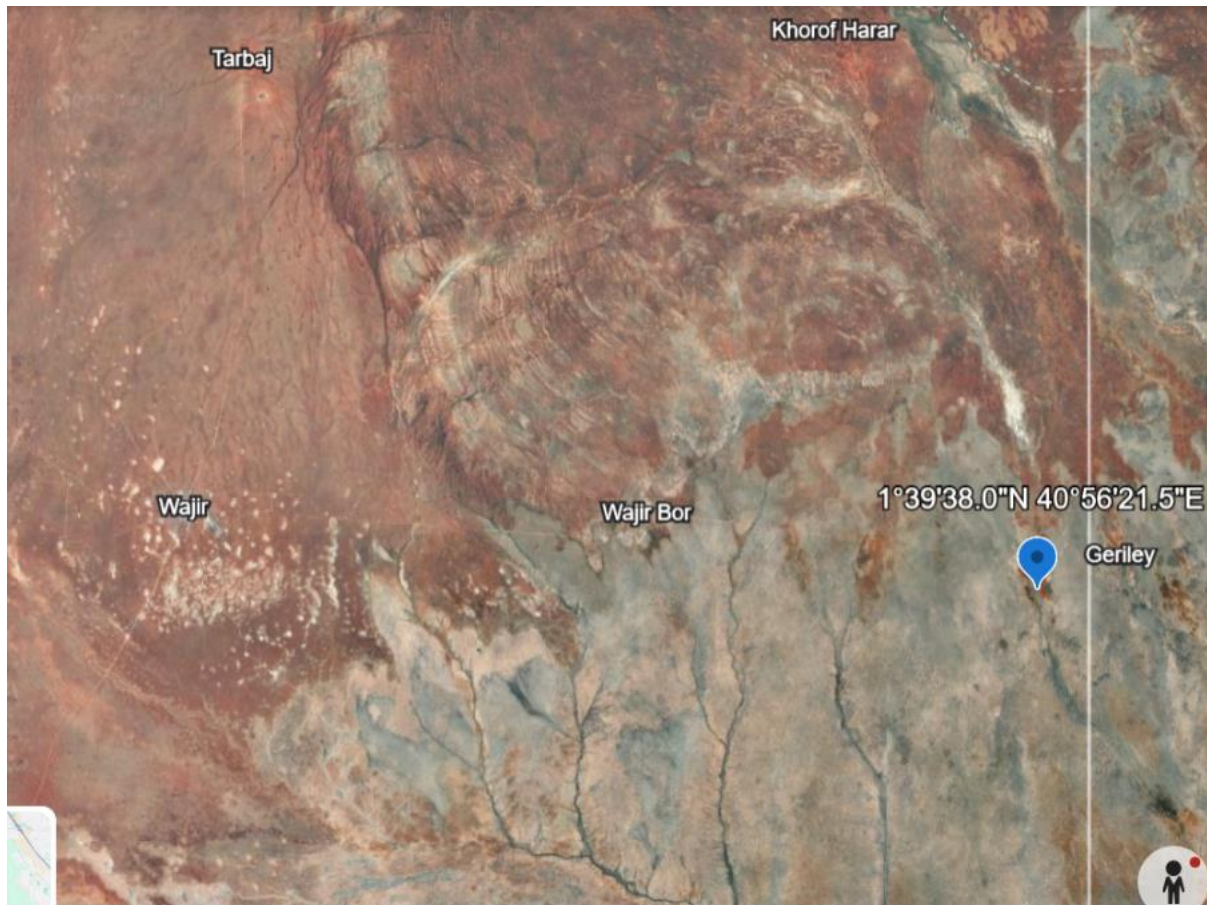


Fig 1. Site location map

## B. Objective

The main components for the proposed infrastructure within the proposed site are:

1. Borehole Drilling and development

## C. SCOPE OF WORKS

The task shall be decided in borehole drilling works and borehole development works .

The scope of work will involve the following activities:

1. Site preparatory works
  - a. Mobilization and setup of temporary stores/offices.
  - b. Training of workers on issues pertaining to health, safety and conduct while working on site.
  - c. Clearing the site by clearing existing vegetative matter.
  
2. Borehole Drilling & Development
  - o Mobilization and Demobilization of the drilling team.
  - o Borehole drilling, casing and flushing.
  - o Test pumping of the borehole for 24hrs.

#### **D. Monitoring and Evaluation**

To evaluating the progress of the infrastructure project, the contractor who is awarded the contract shall be required to abide by and share certain documentation during the pre-construction conference. The proposed documentation includes, but is not limited to:

- Environmental mitigation and monitoring (to be issued by the Engineer).
- Health, safety and security plan (contractor shall share this).
- Quality control plan (contractor shall share this).

#### **e. Deliverables**

The following deliverables are required:

- Progress reports (weekly, monthly and quarterly)
- Environmental management and planning documentation
- Material test results
- Health safety security and planning updates
- Quality control plans
- Inspections and evaluation of works

#### **f. Submittals**

A complete set of designs that will include:

- Architectural designs
- Structural designs
- Technical specifications

### **SECTION 7. ENVIRONMENTAL IMPACT MITIGATION**

#### **1. General**

All construction related environmental impacts can be mitigated with the observation of good construction practice and careful on site monitoring. The Contractor shall abide by all the provisions of the Project Environmental Management Plan (hereinafter referred to as the EMP), Environmental Impact Assessments (EIAs), NEMA Environmental Permit, all related laws, standards and directives in force in Kenya, and with any amendment thereof introduced during the execution of his Contract.

The Clauses should be read in conjunction with those in the General Specification. In the event of any ambiguity or discrepancy this specification shall take precedence.

#### **2. Methods Statements**

The Contractor shall provide in a timely manner a Method Statement for any mitigation measures in the EMP, EIAs, and NEMA Permit for which the Project Manager requests a separate Method Statement. Should the method of work proposed by the Contractor be unacceptable to the Project Manager, the Contractor shall provide a revised Method Statement. The work will not be allowed to proceed until a Method Statement has been

approved by the Project Manager. Method Statements to be provided should include, but not be limited to the following:

- Site Clearance;
- Landscape Planting and Site Rehabilitation;
- Traffic Management Plan;
- Environmental Monitoring (Air, Water and Noise);
- Health and Safety Plan;
- Emergency Management and Disaster Preparedness Plan (to include hurricanes, earthquakes, flooding, fire, oil spills, etc.);
- Traffic Management Plan

### **3. QSE Reporting, Inspections and Audits**

The Contractor shall provide the Project Manager with a monthly Quality, Safety and Environment (QSE) report no later than 7 days after the end of the reporting month and be subject to regular QSE system inspections and audits by the Project Manager.

### **4. Environmental Monitoring and Reporting**

The Contractor is required to put in place a programme of regular environmental monitoring for air quality, water quality and noise to meet the requirements and conditions of the EMP, EIAs, and NEMA Permit. The monitoring programme should be conducted in accordance with a Method Statement which has been approved by the Project Manager and the appropriate regulatory agency.

Reports on the monitoring programme should be submitted to the Project Manager and the relevant regulatory agency.

### **5. Access Requirements for Supervision**

Any Officer or Agent authorised in writing by the NEMA, their agents or other organisation for which from time to time it may be necessary, may at any time enter any premises whether prescribed or otherwise and may:

- Examine and inspect equipment, control apparatus, monitoring instruments or plant;

- Take samples of any material that is emitted, discharged or deposited, or is likely to be, from such premises;
- Examine any books, records or documents relating to the performance or use of such equipment, apparatus, instruments or plant, or relating to the emission, discharge or deposit from such premises; and
- Photograph such premises as is considered necessary or make copies of any book, records or documents seen in the course of examination.

#### **6. Conditions of Site**

Before carrying out any work on any Site, the Site shall be inspected by the Contractor in conjunction with the Project Manager to establish its general condition, which shall be agreed and recorded in writing, and where in the opinion of the Project Manager it is deemed necessary, by means of photography.

#### **7. Adjoining Property**

The Contractor shall advise owners, occupiers and users of the dates on which work is to be executed on adjacent property not less than 48 hours prior to commencement, and take all reasonable precautions to prevent collateral damage and, if any damage is caused, make good to the satisfaction of the owner at the Contractor's expense.

#### **8. Landscape**

The Contractor shall exercise care to preserve the natural landscape and shall conduct his operations so as to prevent any unnecessary destruction, scarring or defacing of the natural surroundings in the vicinity of the work.

Except where clearing is required for permanent works, all trees, native shrubbery and vegetation shall be preserved and shall be protected from damage that may be caused by the Contractor's equipment and operations. No trees shall be cut down outside defined work site boundaries without the specific approval of the Project Manager. The trees identified for preservation should be flagged prior to the commencement of clearing activities.

Where unnecessary destruction or defacing of landscape or natural vegetation, has occurred the Contractor shall be responsible for repairing, replanting or otherwise correcting the damage at his own expense.

#### **9. Site Clearance**

Materials other than topsoil arising out of site clearance shall be disposed by the Contractor off the Site, or where approved by the Project Manager, on the site in a manner and place approved by the Project Manager.

The extent and depth of topsoil to be removed shall be agreed with the Project Manager. Topsoil shall be set aside for subsequent re-use or disposal as directed by the Project Manager, and will be stored in such a manner as will preserve its fertility until such time as re-use or disposal is directed.

#### **10. Ecosystems and Wildlife**

The Contractor shall institute penalties for construction workers, including those of sub-contractors, who unnecessarily damage or destroy wildlife and other features of the natural ecosystem. Summary dismissal shall be the penalty for workers found collecting eggs or illegally partaking in the trading of species or any activity involving the unwarranted disturbance of any protected species, on or off construction sites.

#### **11. Access to Work Sites**

The mitigation of the impacts from construction traffic can take three forms; access control, road cleaning and definition of approved routes.

For access control, the Contractor shall restrict turning movements to approved access points to and from existing highways and, if necessary, improve existing junction layouts to reduce the potential for accidents. Restrictions on the timing of use, with construction traffic prohibited outside of specified, supervised hours, may also be required.

Road cleaning measures will be required to ensure roads are kept in a safe condition, that surplus oil, mud and other materials are removed on a regular basis.

Prior to commencement of the Contract, the Contractor shall submit for the approval of the Project Manager a Traffic Management Plan outlining points of access to the primary road network, additional traffic control measures to be implemented, proposals for signage and road cleaning together with a programme for these activities.

Wide or abnormal load movements shall wherever possible be transported during the early hours of the morning. Appropriate times of operation would be between 2300 and 0500 hours. Such loads will require specific obstruction-free routes to be defined in consultation with the Kenyan Constabulary. These details, together with the proposed timings of the movement shall be submitted to the relevant authorities and the Project Manager for approval.

Garage and maintenance areas for vehicles should have oil and grease interceptors for wash water.

## **12. Dislocation of Existing Access**

On the basis of the information contained in his Programme of Works, the Contractor shall prepare a plan of diversions and temporary works for approval by the Project Manager. The plan shall include details of to the proposed works, arrangements for signage, the timing of the proposed closure and works with start date, reopening date and the hours of closure, and the programme of making good.

## **13. Public Utilities**

At the commencement of the Contract, the Contractor shall examine the site and identify/verify all utilities above or below ground, and shall record all such information on suitable Site Drawings, which shall be submitted to the Project Manager within one month of commencement of the Works. The Contractor shall for this purpose excavate trial pits or take any other measures needed as may be necessary for identification and verification of existing utilities. The Contractor shall request of the utility agencies confirmation and definition of all utilities sites in and adjacent to all construction sites.

The Contractor shall liaise with the agencies responsible for the maintenance of utilities that may be crossed, temporarily diverted or in any other way affected by construction works as to the timing and nature of the works proposed. Any curtailment of a utility service shall only be undertaken with the prior approval of the service provider and the Project Manager.

Damage to any utility will be made good to the satisfaction of the utility agency at the Contractor's cost. Such repair work shall be treated as an emergency and undertaken without undue delay, notwithstanding that the Project Manager may not be immediately available. All such damage shall be reported in writing to the Project Manager with details of the remedial action undertaken.

## **14. Wastewater Disposal**

The Contractor shall submit a proposed plan for the disposal of wastewater from the construction camp and all other sites at which it will be generated to the Project Manager for approval. Prior to installation, the Contractor shall obtain approval for proposed disposal system from all appropriate agencies and from the Project Manager.

## **15. Solid Waste Disposal**

Where possible, all on and off site facilities shall be included in the existing municipal solid waste collection and disposal process. The Contractor shall provide any necessary special handling and treatment of any generated solid waste and separate such materials from other waste for collection and disposal.

If it is not considered feasible or desirable to incorporate sites into established municipal waste collection systems, the Contractor shall collect and transport materials to an approved landfill site.

The normal manner of disposal shall include all necessary precautions to prevent air, soil and water air pollution, drainage impedance, fire hazard and damage to ecosystems.

#### **16. Soil Pollution**

The Contractor shall be required to perform all construction activities by methods that will prevent pollution of the soil by accidental spillage of solid or liquid contaminants.

If a significant spillage does occur the Contractor shall remove all contaminated soil in a manner and to a site specified by the Project Manager. Where necessary, appropriate replacement material shall be laid. The costs of these actions and related materials shall be borne by the Contractor.

#### **17. Surface Watercourses**

Work adjacent to or in surface watercourses and drainage channels shall allow for the maintenance of flow and avoid discolouration.

#### **18. Water Pollution**

The Contractor shall comply with all applicable regulations concerning the control and abatement of water pollution in Kenya.

The Contractor's construction activities shall be performed by methods that will prevent the entrance or accidental spillage of solid matter or liquid contaminants, debris and wastes to watercourses, drainage ditches and ground water aquifers.

In the event of a serious spill, and contamination, the Contractor shall notify relevant authorities and the Project Manager immediately. Any remedial works instructed, shall be undertaken by the Contractor or any other specified body at the Contractor's expense. Such work shall be undertaken as a matter of urgency. Intentional failure or delay in issuing notification of such spills, or to implement remedial works, shall be considered a Breach of Contract.

#### **19. Erosion**

The Contractor shall at all times take care to prevent erosion of areas which may be affected by his operations and the Project Manager may impose such reasonable limitations and restrictions upon the method and timing of work as the circumstances warrant.

All temporary discharge points shall be located, designed and constructed in a manner that will minimize the potential threat of erosion in the receiving channels.

The Method Statements for Site Clearance and for Landscaping and Site Rehabilitation should address the issue of soil erosion and sediment discharge.

## **20. Risk of Flooding**

The Contractor's attention is drawn to the risk of flooding during storms and shall take appropriate precautions to ensure surface water is free to flow naturally and shall not cause obstructions liable to increase the risk of flooding. Watercourses upstream of the road shall not be interfered with, altered or diverted, and materials shall not be stored or deposited across a watercourse, culvert or drain entry so as to obstruct any natural flow of surface water. All works shall be adequately protected and marked so as not to increase the risk of injury or damage to the works, persons, vehicles, etc. in the event of flooding.

The Contractor should take steps to ensure that storm water entering watercourses should be free from silt and suspended materials.

The Contractor shall bear all costs and expenses for protection works which he executes including construction of temporary diversion banks and channels and all necessary works against flooding.

## **21. Aggregate. Fill and Spoil Heaps**

The contractor shall ensure that all such heaps are located at sites that are generally on land, with slopes of less than 1.5% and that do not permit direct run off to water courses. Aggregate stockpiles shall not exceed their natural angle of repose unless structurally supported. The on site storage of excessive quantities materials shall be avoided.

All such heaps shall be of a size and stability to ensure the risk of mass movement during periods of intense rainfall is minimised. Where necessary a shed or tarpaulin cover may need to be provided to prevent erosion from wind and rain.

## **22. Noise**

The Contractor shall ensure that all the equipment utilised in the construction of the project is fitted with appropriate noise muffling devices that conforms to the following sound level emissions:

### **Construction Equipment Noise Limits**

<b>Activity</b>	<b>Source</b>	<b>Day</b>	<b>Night</b>
Earthworks	Surfacing Bulldozer/excavator	75 dB(A)	55 dB(A)
Piling	Piling machine	85 dB(A)	None

Structural	Concrete mixer/concrete pump	70 dB(A)	55 dB(A)
	Roller	70 dB(A)	55 dB(A)

Equipment not covered under these regulations should be fitted with muffling devices in accordance with manufacturers' recommendations.

Equipment and vehicles that are excessively noisy due to poor engine adjustment, damaged noise amelioration equipment, or other inefficient operating conditions shall not be operated until corrective measures are taken.

The Contractor shall ensure plant operated intermittently is shut down, or at a minimum throttled down during idle periods.

In general, noisy operations shall be restricted to between 7 am and 9 pm, and not undertaken on public, religious or other holidays. The public shall be informed of the expected time and duration of works that may emit significant noise levels.

Noise sensitive areas should be identified by the Contractor and a programme of regular monitoring designed and implemented by the Contractor.

Piling operations should be restricted to the hours of 9 am and 4 pm. Advance notice by the Contractor of work starts of at least 5 days shall be given to residents or users of properties within 50 m of a piling site. Such notice shall take the form of public notices displayed within affected neighbourhood.

Approval to extend periods of operation may be given by the Project Manager in consultation with the relevant municipality authority but only where it is necessary to maintain the stability of the Works or for the maintenance of workers and public safety. Extended periods of overtime working shall not be permitted except in the most exceptional cases. Persons living within 50m of the works area designated for extended hours of operation should be informed in writing at least 48 hours before the change in operating hours.

### **23. Air Pollution excluding Dust**

In the conduct of general construction activities and the operation of equipment, the Contractor shall utilize all practical methods and devices as are reasonably available to control, prevent and otherwise minimize atmospheric emissions or the discharge of air contaminants. This will include:

- Equipment and vehicles that show excessive emissions of exhaust gases due to poor engine adjustment or other inefficient operating conditions should not be operated unless corrective measures are taken;
- Burning of materials resulting from the clearance of trees, bushes and combustible materials shall not be permitted.

#### **24. Dust**

The Contractor shall take all necessary measures to limit pollution from dust and any wind blown materials during the works, including damping down with water on a regular basis during dry and windy climatic conditions. All trucks using public roads shall be properly covered to prevent discharge of dust, rock and sand.

During the performance of the Works required the Contractor should be responsible for all labour, equipment, materials and the means required to carry out efficient control, wherever and as often as necessary, to prevent dust from his operations from damaging dwellings, crops, or causing a nuisance or health hazard to persons.

Specific dust suppression measures may include:

- The provision of water troughs at entry and exit points to prevent the carry over, beyond the construction site, of dust emissions;
- Use of appropriate hoardings;
- Using coverings for all vehicles transporting materials likely to give off excessive dust emissions.
- Vehicles should not be overloaded above the freeboard.

The Contractor will be held liable for any damage resulting from dust originating from his operations.

#### **25. Storage of Fuel**

All fuel storage tanks shall be located on hard standing and bunded to prevent the outflow of any spilt fuel. The capacity of the bunded area shall be 110% of the volume of the fuel storage. Each installation shall be complete with all protective guards and warning signs as approved by the Project Manager.

#### **26. Oil and Grease**

All oils and greases shall be kept secure under cover and where it will not normally come in contact with drainage channels or watercourses.

The disposal of waste oil, grease and other hydrocarbon products shall be to a disposal facility licensed to take such materials, and to the approval of the Project Manager.

### **27. Hazardous Materials**

The Contractor shall submit to the Project Manager an inventory of all potentially hazardous materials to be stored on site, together with a preliminary indication of the quantities of material that may be present at any one time. A Materials Safety Data Sheet (MSDS) should be kept on file for every chemical in the inventory and be available on site.

Facilities for the storage, handling and use of such materials shall be in accordance with manufactures' recommendations, MSDS, and to the approval of the Project Manager.

Facilities for the storage of classified hazardous materials, whether the buildings in which containers are stored or the containers themselves, shall be clearly identified with the standard HAZCHEM markings, and access to them permitted only to authorized personnel.

No waste or surplus hazardous chemical shall be disposed of unless approval is obtained in writing from the

Project Manager, identifying the nature of the material, the amount, details of origin and any batch reference, and the location and method of disposal.

Staff and sub-contractors staff should be trained in the proper storage, use and disposal of these hazardous materials and provided with the appropriate Personal Protective Equipment (PPE).

### **28. Landscape Planting**

Areas to be planted shall be soiled with good quality fertile soil not less than 300 mm compacted thickness, which shall be raked and brought to a fine tilth.

Species to be planted and their spacing shall be approved by the Project Manager and the areas shall be watered and attended until the plants have become well established. The Contractor shall supply attendance during the Defects Liability Period to ensure that all planted areas are kept weeded and watered, with die back removed and replaced as necessary.

A Method statement for Landscaping is required.

### **29. Operations and Maintenance (O&M) Manuals**

O&M Manuals developed by the Contractor should address all issues contained within the EMP, EIAs and the NEMA permit in respect of Operational Monitoring.

## **Section X - Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Raia Development Initiative Bidder after contract award.

## Table of Forms

### Contract Agreement

THIS AGREEMENT made the . . . . .day of . . . . ., . . . . ., between Raia Development Initiative as the implementing grantee for Deris Wanaag (Deris Wanaag) (hereinafter “the Employer”), of the one part, and . . . . . **[name of the Contractor]**. . . . . (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as . . . . . **[name of the Contract]**. . . . . should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - i. the Letter of Acceptance
  - ii. the Letter of Bid
  - w. the addenda Nos. \_\_\_\_\_(if any)
  - iii. the Particular Conditions of Contract
  - iv. the General Conditions of Contract, including appendix;
  - v. the Specification
  - vi. the Drawings
  - vii. Bill of Quantities and Activity Schedule;
  - viii. any other document **listed in the PCC** as forming part of the Contract,

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *Kenya* on the day, month and year specified above.

**Signed by:**

**Signed by:**

.....  
**for and on behalf of the Employer**

.....  
**for and on behalf the Contractor**

**in the  
presence of:**

**in the  
presence of:**

.....  
**Witness, Name, Signature, Address, Date**

.....  
**Witness, Name, Signature, Address,**

**Date**

### **Integrity Statements**

#### **UNDERTAKING BY BIDDER ON ANTI – BRIBERY CONDUCT**

This company \_\_\_\_\_ (*name of Company*) places importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any Raia Development Initiative and Deris Wanaag officer their relations or business associates, in connection with its tender, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy/ Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees as well as by all third parties

working with this company on the Deris Wanaag projects or contract including agents, Suppliers, consortium partners, sub-contractors and suppliers.

This Company understand and agrees to comply with the terms of Raia Development Initiative and Deris Wanaag's anti-corruption policy, available at the website of Adam Smith International, [www.adamsmithinternational.com/about-us/policies](http://www.adamsmithinternational.com/about-us/policies).

\_\_\_\_\_

*(Name of the Authorized Person)*

On behalf of [COMPANY]

\_\_\_\_\_

*Signature*

\_\_\_\_\_

*Date*

\_\_\_\_\_

*Company stamp/seal*

**Note: A copy of the Bidder's Anti-Bribery Policy must be attached to this Form.**

**UNDERTAKING BY ENTITY ON COUNTER TERRORISM**

This entity,.....understands the terrorism risk in operating in Kenya and has procedures in place to ensure that he/she, their staff and representatives:

- a. are aware of the risk of terrorism;
- b. do not associate with terrorists;
- c. will raise any concerns relating to terrorism with the relevant person at the entity;
- d. have processes in place to ensure prevention of the direct or indirect financing of terrorism; and
- e. are not subject to any financial sanctions under any UN, UK or EU terrorism legislation.

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[Name]

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*Signature*

[Title]

On behalf of [ENTITY]

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*Date*

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*Entity stamp/seal (if applicable)*

**FORM OF CONFLICTS OF INTEREST AND DECLARATION OF IMPARTIALITY AND  
CONFIDENTIALITY**

**Part I: Supplier Declaration of Potential Conflicting Relationships and/or Conflicts of Interest**

**Name of Supplier/Consultant/Contractor (all referred to as Vendors):**

**Name(s) of Chief Executive Officer and/or Managing Director and all Directors:**

**I, as the individual with the legal authority to represent the information for the above named Vendor, confirm that**

1. The above named Vendor (including its associates, if any, its Personnel and Sub-Consultants and any of its affiliates) has no business or family relationship with Raia Development Initiative and Deris Wanaag Directors or members of staff:

Name:

Signed:

2. The above named Vendor (including its associates, if any, its Personnel and Sub-Consultants and any of its affiliates) has no business or family relationship with Raia Development Initiative and Deris Wanaag Directors or members of staff or any other entity who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract.

Name:

Signed:

3. List the following:

a) All individuals within the Vendor's organization (including its associates, if any, its Personnel and Sub-Consultants and any of its affiliates) that have and business or family relationship with Raia Development Initiative and Deris Wanaag Directors or members of staff;

b) Said Raia Development Initiative and Deris Wanaag Directors or members of staff and the nature of the relationship

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4. I understand that Raia Development Initiative and Deris Wanaag requires that all Vendors observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, I agree that (i) my company shall not, directly or through an agent, engage in Fraud and Corruption in competing for the Contract; (ii) Raia Development Initiative has the right to sanction, including declaring the my company ineligible, either indefinitely or for a stated period of time, award or continuation of an Raia Development Initiative Contract if at any time it has been determined that my company, directly or through an agent, engaged in Fraud and Corruption; (iii) Furthermore, I state that the company has not engaged in any such fraudulent or corrupt activities.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Part II: Supplier Declaration of Impartiality and Confidentiality**

**Name of Supplier/Consultant/Contractor (all referred to as Vendors):**

**Name(s) of Chief Executive Officer and/or Managing Director and all Directors:**

1. I confirm that I understand that all information, written and verbal, relating to Raia Development Initiative or any other party, to which I have access either deliberately or inadvertently, while engaged with Raia Development Initiative in accordance with any Contract awarded to my organization, or at any time thereafter, is for the purpose of interaction with Raia Development Initiative and is wholly confidential to me and the person(s) who have provided the information.

2. I agree to for any Proposal Evaluation, Contract formation or negotiations that I may participate in, that I do not have any affiliation with any other parties submitting a proposal for this procurement. To the best of my knowledge and belief, neither I nor my spouse, dependent child, general partner, or any person organization which I am serving as an officer, director, trustee, general partner, or employee, or any person or organization with whom I am negotiating or have an arrangement concerning prospective employment, has a financial or other outside interest that can be affected by any decision or recommendation I make for or to Raia Development Initiative.

3. To the best of my knowledge, my spouse, dependent child, general partner, or any organization which I am serving (or have served within twelve months from the date of this declaration) as an officer, director, trustee, general partner, or employee, or any person or organization with whom I am negotiating or have an arrangement concerning prospective employment are not parties to and do not represent a party who has an interest in the matter.

4. I acknowledge my responsibility to disclose the acquisition of any financial or other outside interest as described above that would be affected by any action I may take on behalf of Raia Development Initiative.

5. I acknowledge that nothing in this form amends or lessens the terms of any contract between the parties.

Name:

Vendor:

Signed:

Date:

**Name of Supplier/Consultant/Contractor (all referred to as Vendors):**

**Name(s) of Chief Executive Officer and/or Managing Director and all Directors:**

1. I confirm that I understand that all information, written and verbal, relating to Raia Development Initiative or any other party, to which I have access either deliberately or inadvertently, while engaged with Raia Development Initiative in accordance with any Contract awarded to my organization, or at any time thereafter, is for the purpose of interaction with Raia Development Initiative and is wholly confidential to me and the person(s) who have provided the information.

2. I agree to for any Proposal Evaluation, Contract formation or negotiations that I may participate in, that I do not have any affiliation with any other parties submitting a proposal for this procurement. To the best of my knowledge and belief, neither I nor my spouse, dependent child, general partner, or any person organization which I am serving as an officer, director, trustee, general partner, or employee, or any person or organization with whom I am negotiating or have an arrangement concerning prospective employment, has a financial or other outside interest that can be affected by any decision or recommendation I make for or to Raia Development Initiative .

3. To the best of my knowledge, my spouse, dependent child, general partner, or any organization which I am serving (or have served within twelve months from the date of this declaration) as an officer, director, trustee, general partner, or employee, or any person or organization with whom I am negotiating or have an arrangement concerning prospective employment are not parties to and do not represent a party who has an interest in the matter.

4. I acknowledge my responsibility to disclose the acquisition of any financial or other outside interest as described above that would be affected by any action I may take on behalf of Raia Development Initiative .

5. I acknowledge that nothing in this form amends or lessens the terms of any contract between the parties.

Name: \_\_\_\_\_

Vendor: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## ANNEX 1

## BOQ

BILL NO. 1: BOREHOLE DRILLING & DEVELOPMENT					
ITEM	DESCRIPTION	QTY	UNIT	RATE (KES)	TOTAL (KES)
1	<b>SITE WORKS</b>				
1.1	Allow for the cost of mobilization of all equipment, consumables for the entire borehole works and drilling team to the site and demobilization from the site	1	Item		-
1.2	Site clearance, levelling and other associated costs	1	Item		-
1.3	Setting up and dismantling of the rig at the drilling site	1	Item		-
1.4	Other related tasks such as water for drilling and camp use, maintenance of storage tanks, water injection systems and usage of drilling foam	1	Item		-
	Total carried forward to summary page				-
2	<b>BOREHOLE DRILLING</b>  Drilling to a minimum of 6" and to an acceptable minimum depth as per hydro geological report:				

2.1	Drilling with min. 12" bit from 0-10m depth	1	Item	-
2.2	Drilling with min. 8" bit from 10m-100m depth	90	m	-
2.3	Drilling with min. 8" bit from 100m-200m depth	100	m	-
2.4	Drilling with min. 8" bit from 200m-350m depth	100	m	-
2.5	Soil sampling and record keeping as detailed in specification	1	Item	-
Total carried forward to summary page				-
3	<b>BOREHOLE INSTALLATION</b>			
	<b>Installation of PVC/Stainless steel casings were applicable except for areas where screen casings will be installed</b>			
3.1	Supply and installation of PVC/Stainless steel casing 8.5" (external Diameter). Minimum thickness 3mm. Up to 10m depth	10	m	-
3.2	Supply and installation of PVC/Stainless steel casing ( plain or slotted) 6" minimum diameter. Minimum thickness 3mm up to 350m depth	340	m	-

3.3	Supply and install gravel pack in the borehole as detailed in the specification	7	Ton		-
3.3	Allow to the cost of:-				
	(a) Reaming and boring	350	m		-
	(b) Insert, remove temporary casings etc.	24	Hr.		-
	(c) Insert 9" of temporary casing permanently	30	m		-
	(d) Setting time	1	Sum		-
	(e) Bentonite seal	1	Sum		-
	Total carried forward to summary page				-
4	<b>BOREHOLE DEVELOPMENT</b>				-
4.1	Allow for borehole development work ( surging by air of the completed well until the water is clean ( Approx. 3hrs)	3	Hr.		-
4.2	Pump testing for the well of the well using a submersible pump for at least 24- 36 hours to estimate draw down and the yield	24	Hr.		-
4.3	Provide all materials and construct concrete top slab with well cap and engraving serial number	1	Sum		-
4.4	Standby charges for reasons beyond contractor's control excluding force majeure conditions	Item	Hr.		-

4.5	Borehole Completion Data and Water Chemical Analysis Report	1	Sum		-
	Total carried forward to summary page				-
<b>Summary Page</b>					
2	Site works				-
3	Borehole drilling				-
4	Borehole installation				-
5	Borehole development				-
	<b>Total carried forward to Grand Summary page</b>				-

**GRAND SUMMARY**

ITEM	DESCRIPTION	AMOUNT (KES)
Bill 1	- Borehole Drilling and Development	-
	<b>Total for Main Works</b>	<b>KES -</b>

	16% VAT		-
<b>GRAND TOTAL</b>		<b>KES</b>	<b>-</b>
<b>NAME OF CONTRACTOR:</b>			
		<b>NAME OF CLIENT:</b>	
<b>P.O BOX</b>			
		<b>P.O BOX</b>	
<b>SIGNATURE .....</b>		<b>SIGNATURE .....</b>	
<b>DATE .....</b>		<b>DATE .....</b>	

**SECTION 5**

<b>DETAILS FOR CONTACT PERSON</b>	
<b>Name of Staff</b>	
<b>Address</b>	
<b>Post Code</b>	
<b>Town</b>	
<b>Phone</b>	
<b>Mobile</b>	
<b>Email</b>	

**FOR OFFICIAL USE ONLY**

<b>No.</b>	<b>Staff Name</b>	<b>Designation</b>	<b>Date</b>	<b>Signature</b>
<b>1</b>				
<b>2</b>				
<b>3</b>				
<b>4</b>				
<b>5</b>				