

**COUNTY GOVERNMENT OF BUNGOMA**



**DEPARTMENT OF WATER AND NATURAL RESOURCES**

**FRAMEWORK PROVISION AGREEMENT FOR REPAIRS, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR COUNTY GOVERNMENT OF BUNGOMA  
(INDEFINITE DELIVERY INDEFINITE QUANTITY FRAMEWORK)**

**TENDER No/Negotiation No: 1166560-2022-2023**

**JANUARY 2023**

**THE COUNTY EXECUTIVE COMMITTEE  
MEMBER (C.E.C.M)  
WATER, ENVIRONMENT, TOURISM, NATURAL  
RESOURCES AND CLIMATE CHANGE  
COUNTY GOVERNMENT OF BUNGOMA  
P.O BOX 437 – 50200  
BUNGOMA**

**THE CHIEF OFFICER (C.O)  
WATER AND NATURAL RESOURCES  
COUNTY GOVERNMENT OF  
BUNGOMA  
P.O BOX 634 – 50200  
BUNGOMA**

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**PROVISION OF REPAIR, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING**

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### **Abbreviations and Acronyms**

CIF	Cost, Insurance and Freight
DRB	Dispute Review Board
DRE	Dispute Review Expert

GCC	General Conditions of Contract
ISO	International Organization for Standardization
ITT	Instructions to Tenderers
JVA	Joint Venture or Association
M&T	Mechanical and Transport Department, Ministry of
NCT	National Competitive Tendering
LCT	Local Competitive Tendering
PCC	Particular Conditions of Contract
STC	Standard Tender Document
SCC	Special Conditions of Contract
TDS	Tender Data Sheet
IDIQ	Indefinite Delivery, Indefinite Quantity
EOT	Extension of Time
CGB	County Government of Bungoma
RPM	Revolutions Per Minute
HRS	Hours
KM	Kilometers
PBC	Performance Based Contract
HND	Higher National Diploma
M	Metres

### **Important Notice to Tenderers**

- a) Tendering Document has been prepared for the Procurement of service under Unit Rate Based Maintenance type of Contract. The contract covers an array of activities needed to achieve and maintain the Drilling Rig fleet to recommendable standards at all times, including many activities related to the **Management and Maintenance** (Routine Servicing and Maintenance, Repairs and Improvement Services, Emergency Services and Periodic Maintenance) of the Drilling Rig under contract.
- b) This Standard Tender Document (STD) for procurement of Services has been prepared for use by Procurement Entities in Kenya in the procurement of maintenance services. Exclusive preference shall be given to citizen Service providers using open tendering methods where the amounts are below the threshold given by Section 12 of The Public Procurement and Disposal (Preference and Reservations) Regulations, 2005. Otherwise, any tender shall be through National Competitive Bidding (NCB) procedures without discrimination.
- c) The Employer **MAY** conduct a **Pre-Bid Conference** to be attended by the Tenderers before the closing date of the Tender. The information on the date and venue will be as indicated in Tender Notice.
- d) Quantity within stated limits of services during the specified period. The procuring entity then places orders for individual requirements.
- e) This is a unit rate-based term contract to be used in the execution of the following services:
  - i. Carrying out **Routine Repairs, Servicing and Maintenance** to bring the Drilling Rig Fleet up to pre-defined standards.
  - ii. **Modification and Improvement Services** specified by the Employer aiming at adding new characteristics to the Drilling Rig in response to new technology, techniques, traffic, safety or other conditions.
  - iii. **Emergency Services** needed to reinstate the Rigs after damage has occurred as a result of natural phenomena with imponderable consequences under the conditions defined in the contract.
  - iv. **Periodic Maintenance** the Services and Services which have been explicitly specified by the Employer in the contract are quoted on the basis of measurable output quantities and paid as performed.
- f) When Repairs and Modification, Improvement and/or Emergency services are required, a well-designed bill of quantities defining specific outputs for tenderers to price and, later on, allow measurement and payment of the Service provider is provided. Repairs and/or Emergency services, although impossible to quantify in advance, will occasionally be necessary. To allow tenderers to offer prices for Repairs and/or Emergency Services, a unit price bill of quantities (similar for services and services under unit prices) / shall be prepared for tenderers to price for tender evaluation purposes. Later on, these unit prices and real measured volumes of Repairs done and/or Emergency Services executed will be used for payments.
- g) Maintaining the drilling rig fleet includes both routine and periodic tasks. Routine maintenance consists of many different tasks frequently necessary to maintain the function of the Drilling

Rig (such as inspect wire rope, service drilling hammer, greasing, oiling, change of fluids, regular cleaning and washing, tire pressure etc.). Periodic maintenance consists of predictable and costlier measures of a less frequent nature designed to avoid Drilling Rig's rapid wear and tear (such as change of filters, bolting, replace fan belts, engine oil replacement, check wear and tear parts etc.). Intelligent management, the timeliness of interventions and the adequacy of technical solutions are critical.

**When Repairs and Improvement Services are not specifically required in the tendering documents, it is expected that in order to comply with the contract, the Service provider will most likely have to carry out different types of services, including some small initial repairs and improvements, routine maintenance activities and periodic maintenance services.**

Tenderers will present their financial offer as appropriate for:

- the **Repair and Improvement Services** so required and for the repairs and improvements indicated in the tendering documents in the form of unit prices for outputs of each type of repair and improvement services; payments for repairs and improvements will be made in accordance with quoted unit prices for those outputs; and
  - Unit prices for **Emergency Services** in the form of a traditional bill of quantities. Payments will be made for each emergency on a case-by-case basis.
- h) Another important aspect in this contract is for the service provider and Employer to enter into a long-term relationship whereby the service provider takes over more responsibility for managing the condition of the drilling rig fleet and is rewarded by a longer-term contract than is traditional; sometimes several years.

**FRAMEWORK PROVISION AGREEMENT FOR REPAIR, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR THE COUNTY GOVERNMENT OF BUNGOMA**  
**PROVISION OF REPAIR, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR COUNTY GOVERNMENT OF BUNGOMA**  
**INVITATION TO TENDER**

**COUNTY GOVERNMENT OF BUNGOMA**

**P.O. BOX 437-50200**

**BUNGOMA.**

**NEGOTIATION NO:1166560-2022-2023**

**FRAMEWORK PROVISION AGREEMENT FOR REPAIRS, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR COUNTY GOVERNMENT OF BUNGOMA**

1. The **County Government of Bungoma** through the **Department of Water and Natural resources** invites sealed tenders for a three-year **FRAMEWORK PROVISION AGREEMENT FOR REPAIRS, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR COUNTY GOVERNMENT OF BUNGOMA**
2. Tendering will be conducted under open competitive method using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours at *Supply Chain Management Office* located behind *H.E the Governor 's office County Government of Bungoma* of *P.O BOX 437-50200* for assistance during official working hours. (Monday-Friday 8:00am-5:00Pm).
4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of Kshs. 1000 in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from [www.bungoma.go.ke](http://www.bungoma.go.ke) and / or the IFMIS tender portal or PPIP portal: [www.tenders.go.ke](http://www.tenders.go.ke) portal using the unique IFMIS Negotiation Number indicated in the tender advert. Tender documents obtained electronically will be free of charge.
5. Tender documents may be viewed and downloaded for free from the website [www.bungoma.go.ke](http://www.bungoma.go.ke)
6. Complete tender document must be submitted through the IMIS SUPPLIER PORTAL [supplier.treasury.go.ke](http://supplier.treasury.go.ke) as per the requirement contained in the tender document so as to be received on or before **Thursday 2<sup>nd</sup> February 2023 at 12.00 Noon Local Time.**
7. Tenders will be opened immediately after the deadline date and time specified above or any deadline 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.
8. Bidders who may experience challenges in accessing and uploading their tenders in the IMIS tender portal should contact the IFMIS Helpdesk (Email; [ifmis.go.ke](mailto:ifmis.go.ke) with Tel:0800721477/0204801801) at treasury or contact Supply Chain Management Office
9. Prices quoted should be inclusive of all taxes and must be in Kenya shillings and shall remain valid for a period of 120 days from the closing date.
10. Late tenders will be rejected.

**II. All Tenders must be accompanied by: Mandatory Requirements**

CHECK ITEMS / QUALIFICATION SUBJECT		CHECKING CRITERIA / QUALIFICATION REQUIREMENT	REFERENCE	
			Instruction	page
1	Form of tender	<ul style="list-style-type: none"> <li>The form of tender must be duly filled, signed and stamped with all alterations countersigned</li> <li>Bid is considered unresponsive if alteration not countersigned.</li> </ul>	Form of tender	
2	Confidential Business Questionnaire	<ul style="list-style-type: none"> <li>The form is duly filled, signed and stamped</li> <li>Provide all required information</li> <li>The form is invalid if the IDs for all directors are not attached</li> </ul>	Confidential Business Questionnaire form	
3	Certificate of Independent Tender Declaration	<ul style="list-style-type: none"> <li>The form is duly filled, signed and stamped</li> <li>Provide all required information</li> </ul>	Certificate of Independent Tender Declaration	
4	CR 12 Form	<ul style="list-style-type: none"> <li>The <b>certified</b> copy is attached. Recent (Within last 12 Months)</li> <li>The copy is invalid if it is not certified by a commissioner for oaths</li> </ul>	Attach recent CR12 form	
5	Self-Declaration Form SD1	<ul style="list-style-type: none"> <li>Self-Declaration that the Person/Tenderer Is Not Debarred In The Matter Of The Public Procurement And Asset Disposal Act 2015</li> <li>Duly filled, stamped and signed</li> </ul>	Form SD 1	
6	Self-Declaration Form SD2	<ul style="list-style-type: none"> <li>Self-Declaration that the Tenderer Will Not Engage in Any Corrupt or Fraudulent Practice</li> <li>Duly filled, stamped and signed</li> </ul>	Form SD 2	
7	Single business permit	<ul style="list-style-type: none"> <li>Attach valid certified copy from any County Government</li> </ul>	Attach single business permit	
8	Tender Securing Declaration Form	<ul style="list-style-type: none"> <li>Duly filled, signed and stamped</li> <li>In the format provided with all conditions</li> </ul>	Form of tender securing declaration form.	
9	Nationality Eligibility (copy of ID)	<ul style="list-style-type: none"> <li>The copy of the proof of citizenship (National ID card, passport) is attached as per the list of directors in the CR12 document</li> <li>Fill Forms ELI – 1.1 and 1.2, with attachments</li> </ul>	ITT 4.5	
10	Tax Compliance Certificate	<ul style="list-style-type: none"> <li>Produce current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority</li> <li>The <b>copy</b> is attached</li> <li>The certificate is <b>valid</b> and issued by KRA</li> </ul>	ITT 4.14	
11	KRA PIN	<ul style="list-style-type: none"> <li>Attach certified valid copy of KRA PIN or VAT certificate issued by KRA</li> </ul>	KRA Pin certificate	
12	NCA	<ul style="list-style-type: none"> <li>Attach Valid Registration certificate copy with <b>National Construction Authority for Water works; NCA 8</b> and above and <b>MUST</b> be accompanied by <b>valid annual practicing license</b></li> </ul>	NCA Registration certificate Valid Annual Practicing License	
13	Conflict of Interest	<ul style="list-style-type: none"> <li>No conflicts of interest as per the filled Form of Tender</li> </ul>	ITT 4.3	
14	PPRA Eligibility	<ul style="list-style-type: none"> <li>Not having been declared ineligible by the PPRA as per the filled Form of Tender</li> </ul>	ITT 4.6	
15	Certificate of Incorporation / registration	<ul style="list-style-type: none"> <li>The <b>certified copy</b> should be attached to show that the applicant is a registered company and legally authorized to do business in Kenya</li> <li>The copy is invalid if it is not certified by Commissioner of Oaths by the legitimate issuing authority</li> </ul>	Attach the Certificate	
16	Priced schedule/ Bill of	<ul style="list-style-type: none"> <li>The form is duly filled, signed and stamped with all alterations countersigned</li> </ul>		


**FRAMEWORK PROVISION AGREEMENT FOR REPAIR, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR THE COUNTY GOVERNMENT OF BUNGOMATH**  
**PROVISION OF REPAIR, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING**

CHECK ITEMS / QUALIFICATION SUBJECT		CHECKING CRITERIA / QUALIFICATION REQUIREMENT	REFERENCE	
			Instruction	page
	Quantities/Price list	<ul style="list-style-type: none"> <li>Bid is considered unresponsive if not dully filled and alterations not countersigned</li> </ul>		
17	State- owned Enterprise	<ul style="list-style-type: none"> <li>Forms ELI - 1.1 and 1.2 dully filled with attachments</li> </ul>	ITT 3.8	
18	Goods, equipment and services to be supplied under the contract	<ul style="list-style-type: none"> <li>To have their origin in any country that is not determined ineligible under ITT 5.1</li> </ul>	Forms ELI – 1.1 and 1.2, with attachments	
19	Serialization	<ul style="list-style-type: none"> <li>All pages properly serialized in sequential order</li> </ul>		
20	Tender/Bid Security	<ul style="list-style-type: none"> <li>In form of Unconditional bank guarantee from a reputable bank or an approved insurance company</li> <li>Totaling to <b>Kshs. 100,000 valid</b> for 120 days after the tender closing date</li> </ul>		
21	Declaration of Knowledge / Pre-Bid Tender Conference Certificate / Site Visit Certificate	<ul style="list-style-type: none"> <li><b>MUST</b> attend and attach a <b>Pre-BID</b> Tender Conference Certificate/ site visit certificate to be held on <b>Friday 27th of Jan 2023</b> as from <b>10.00 am</b> local at <b>K.I.E Bungoma office Hall</b> near the Ministry of Environment, Water, Tourism and Natural resources offices, site visit certificate will be issued as an evidence of attendance.</li> <li>Bidders to sign attendance register</li> <li>Certificate must be signed by the Employer’s representative</li> <li>Bidders to send Technical Persons for the Site Visit</li> </ul>	TDS 8.1, ITT 8.1,8.2,8.3,8.4	

***No substitution, modification, alteration to the issued standard document is allowed. The bidders are required to fill the required forms in the standard documents and attach to the standard document all other documents, letters, catalogues, brochures, reports among others required in bidding.***

***NB. Failure to adhere to any one of the above requirements will lead to automatic disqualification to proceed to the next stage of evaluation (Technical Evaluation on Capacity to deliver the Service).***

***MANUAL SUBMISSIONS will not be accepted. All tenders must be submitted through the IFMIS platform. The Tenderer shall chronologically serialize all pages of the tender documents submitted.***

  
**STEPHEN MAKHANU**  
**CHIEF OFFICER**  
**DEPARTMENT OF WATER AND NATURAL RESOURCES**

**STEPHEN MAKHANU**  
**CHIEF OFFICER WATER AND NATURAL RESOURCES**

## PART 1 – TENDERING PROCEDURES

### Section I: Instructions to Tenderers (ITT)

This Section provides relevant information to help Tenderers prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

### Section II: Tender Data Sheet (TDS)

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Tenderers (Appendix to form of bid).

### Section III: Evaluation and Qualification Criteria *(alternative Section III to be used when Prequalification has taken place before tendering)*

This Section contains the criteria to determine the lowest evaluated tender and to ascertain the continued qualification of the Tenderer to perform the contract.

### Section IV: Schedules of Supplementary Information

This Section contains the forms which are to be completed by the Tenderer and submitted as part of his Bid.

### Section V: Technical Evaluation Criteria

This Section contains the Tenderer's technical proposal with in terms of his corporate capability and previous contract records. This section also contains the technical scores on documents and proposals submitted by the Tenderer as part of his Bid.

## PART 2 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

### Section VI: General Conditions of Contract (GCC)

This Section contains the general clauses to be applied in the contract.

### Section VII: Particular Conditions of Contract (PCC)

This Section consists of **Part A, Contract Data**, which contains data, and **Part B, Specific Provisions**, which contains clauses specific to each contract. The contents of this Section modify or supplement the General Conditions of Contract and shall be prepared by the Employer.

### Section VIII: Standard 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 Tenderer after contract award.

**PART 3 – SPECIFICATION**

This Section contains the Specification, the Drawings, and supplementary information that describe the Services and Services to be procured.

**Section IX: Performance Specifications (*for Performance-based Rig Contract*)**

**Section X: Standard Specification**

**Section XI: Special Specification**

**Book of Drawings**

This Section contains the Drawings, and supplementary information that describe the Works and Services to be procured

**Bills of Quantities**

This Section contains the description of quantity of items of services and the services carried out by the service provider.

**PART 1 – TENDERING PROCEDURES**

**1.1 Section I. Instructions to Tenderers**

		<b>A) <u>General</u></b>
<b>1. Scope of Bid</b>	<b>1.1</b>	In connection with the Invitation for Bids indicated in the Tender Data Sheet (TDS), the Employer, as indicated in the TDS, issues these Tendering Documents for the procurement of Services and Services as listed below for the award of <b>FRAMEWORK PROVISION AGREEMENT FOR REPAIRS, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR COUNTY GOVERNMENT OF BUNGOMA-</b> . The Services and Services under the contract will cover the Drilling Rig fleet <b>indicated in the TDS</b> and will consist of:
		(a) Maintenance Services or “Services” consisting of all interventions of the Drilling Rig fleet which are to be carried out by the Service provider in order to achieve and keep the Drilling rig fleet into recommended performance standards defined by the Maintenance and Service Manuals included in the Specifications in Section VI of these Tendering Documents, and all activities related to the operation, management and evaluation of the Drilling rig fleet under contract.
		(b) Repair Services, <b>when requested in the TDS</b> for the parts of the Drilling rig(s) <b>indicated in the TDS</b> , consisting of specific types of electrical and mechanical services described in the Performance Specifications.
		(c) Modification and Improvement Services, <b>when requested in the TDS</b> , consisting of a set of specific interventions indicated in the Specifications to add new characteristics to the Drilling Rig in response to existing or new drilling technology/techniques, safety or other considerations.
		(d) Services consisting of Emergency activities, <b>when requested TDS</b> , needed to reinstate the Drilling Rig(s) and reconstruct their structure or their right of way which has been damaged as a result of natural phenomena with imponderable consequences, such as strong storms, flooding, and earthquakes.
	<b>1.2</b>	Throughout these Tendering Documents: (a) the term “in writing” means communicated in

		<p>written form and delivered against receipt;</p> <p>(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</p> <p>(c) “day” means calendar day</p> <p>(d) “Service Levels” means predetermined target conditions of the Drilling Rig under contract or what the Drilling Rig(s) are supposed to look like’</p> <p>(e) Performance Based Contract’ means contract based on quantities of services delivered and or services measured by unit prices for service/services inputs</p> <p>(f) “Routine services” are Routine maintenance activities consists of many different tasks frequently necessary to maintain the function of the Drilling Rigs (such as, washing the whole drilling rig, oil leakages, greasing etc.)</p> <p>(g) “Periodic services” means Periodic maintenance consists of predictable and costlier measures of a less frequent nature designed to avoid Drilling Rig degradation (such as Change of Oil, replacing tension belts, replace fuel filters etc.).</p>
	<b>1.3</b>	The project name will be as specified in the TDS
<b>2. Source of Funds</b>	<b>2.1</b>	The Government of Kenya has set aside funds for the use of the Employer named in the <b>Tender Data Sheet</b> during the Financial Year indicated in the <b>Tender Data Sheet</b> . It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the services as described in the <b>Tender Data Sheet</b> .
<b>3. Definitions</b>		
<b>Corrupt Practices</b>	<b>3.1</b>	<p>Highest standard of ethics will be observed during the procurement and execution of these contracts. In pursuance of this policy, the Employer:</p> <p>(a) defines corrupt practices, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>(ii) “fraudulent or collusive practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p>

<b>The Employer</b>	<b>3.2</b>	The Employer is the County Government represented by the Chief Officer – Water and Natural Resources
<b>The Engineer</b>	<b>3.3.</b>	The Engineer is the appointed by the Employer to be responsible for the overall administration of the Contract and the supervision of the services and services to be performed by the Service provider. In other words, he fulfills a role similar to that of the Engineer in traditional contracts. He may delegate the actual day-to-day superintendence of the contract to one of his staff, to be named in writing to the Service provider. The Engineer or his delegated representative may be a supervision consultant.
<b>4. Eligible Tenderers</b>	<b>4.1</b>	<p>A Tenderer may be a natural person, private entity, government-owned entity—subject to ITT 4.6—or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture or association (JVA). In the case of a joint venture or association:</p> <p>(a) unless otherwise specified in the TDS, all partners shall be jointly and severally liable, and</p> <p>(b) the JVA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA during the tendering process and, in the event the JVA is awarded the Contract, during contract execution.</p>
	<b>4.2</b>	A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subservice providers or suppliers for any part of the Contract including related Services.
	<b>4.3</b>	<p>A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if:</p> <p>a) they have controlling partners in common; or</p> <p>b) they receive or have received any direct or indirect subsidy from any of them; or</p> <p>c) they have the same legal representative for purposes of this bid; or</p> <p>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender of another Tenderer, or influence the decisions of the Purchaser regarding</p>

		<p>this tendering process; or</p> <p>e) a Tenderer participates in more than one tender in this tendering process. Participation by a Tenderer in more than one Tender will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subservice provider in more than one bid; or</p> <p>f) a Tenderer participated as a consultant in the preparation of the design or technical specifications of the services that are the subject of the bid;</p> <p>g) a Tenderer was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.</p>
	<b>4.4</b>	Tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request
	<b>4.5</b>	Government-owned entities in the Employer’s country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law. Also, they shall not be dependent agencies of the Employer.
	<b>4.6</b>	Tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
	<b>4.7</b>	This tendering is open only to prequalified Tenderers, unless stated otherwise in the <b>TDS</b> .
<b>5. Qualification of the Tenderer</b>	<b>5.1</b>	<p>criteria set out in the tender documents Tenderers shall as part of their bid:</p> <p>(a) Submit a written power of attorney authorizing the signatory of the tender to commit the tenderer; and</p> <p>(b) Update any information submitted with their bids and in any case the information indicated in the schedule’s changes. The tenderer shall continue to meet the minimum threshold.</p>
	<b>5.2</b>	<p>As a minimum, tenderers shall update the following:</p> <p>a) Demonstrate availability of working capital and other financial resources</p> <p>b) financial predictions for the current year and the two subsequent years, including the effect of known commitments</p> <p>c) Work commitments</p> <p>d) Current litigation information; and</p>

		e) availability of critical parts and service centre information:
	5.3	Tenderers shall also submit proposals of work methods and schedule in sufficient detail to demonstrate the adequacy of the tenderer's proposals to meet the technical specifications and the completion time referred to in <b>TDS</b>
		<b>B) <u>Contents of Tendering Document</u></b>
<b>6. Sections of Tendering Document</b>	<b>6.1</b>	<p>The Tendering Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT 8.</p> <p><b>PART 1 Tendering Procedures</b></p> <ul style="list-style-type: none"> <li>• Section I. Instructions to Tenderers (ITT)</li> <li>• Section II. Tender Data Sheet (TDS)</li> <li>• Section III. Evaluation and Qualification Criteria</li> <li>• Section IV. Schedule of Supplementary Information</li> <li>• Section V. Technical Evaluation Criteria</li> </ul> <p><b>PART 2 Conditions of Contract and Standard Forms</b></p> <ul style="list-style-type: none"> <li>• Section VI. General Conditions of Contract (GCC)</li> <li>• Section VII. Particular Conditions of Contract (PCC)</li> <li>• Section VII. Standard Contract Forms</li> </ul> <p><b>PART 3 Specifications</b></p> <ul style="list-style-type: none"> <li>• Section IX. Performance Specifications</li> <li>• Section X. Standard Specifications</li> </ul>
	<b>6.2</b>	The Employer is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
	<b>6.3</b>	The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tendering Document. Failure to furnish all information or documentation required by the Tendering Documents may result in the rejection of the bid

<p><b>7. Clarification of Tendering Document, Site Visit, Pre-Tender Meeting</b></p>	<p><b>7.1</b></p>	<p>A prospective Tenderer requiring any clarification of the Tendering Document shall contact the Employer in writing at the Employer’s address <b>indicated in the TDS</b> or raise his enquiries during the pre-tender meeting if provided for in accordance with ITT 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than Seven (7) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Tenderers who have acquired the Tendering Document in accordance with ITT 6.2, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Tendering Document as a result of a request for clarification, it shall do so following the procedure under ITT 8 and ITT 22.2</p>
	<p><b>7.2</b></p>	<p>The Tenderer may be required to visit and examine the Drilling Rig(s) and their surroundings and obtain for itself and on its own responsibility all information that may be necessary for preparing the tender and entering into a contract for provision of the services and construction of the Services. The costs of visiting the Site shall be at the Tenderer’s own expense.</p>
	<p><b>7.3</b></p>	<p>The Tenderer and any of its personnel or agents will be granted permission by the Employer to visit the Drilling Rigs’ site and surrounding conditions for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection</p>
	<p><b>7.4</b></p>	<p>The Tenderer’s designated representative may be required to attend a pre-tender meeting, <b>if provided for in the TDS</b>. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p>
	<p><b>7.5</b></p>	<p>The Tenderer is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.</p>
	<p><b>7.6</b></p>	<p>Minutes of the pre-tender meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tendering Documents in accordance with ITT 6.2. Any modification to the Tendering Documents that may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively</p>

		through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-tender meeting.
	<b>7.7</b>	Non-attendance at the pre-tender meeting will be a cause for disqualification of a Tenderer unless stated as such.
<b>8. Amendment of Tendering Document</b>	<b>8.1</b>	At any time prior to the deadline for submission of bids, the Employer may amend the Tendering Documents by issuing addenda.
	<b>8.2</b>	Any addendum issued shall be part of the Tendering Documents and shall be communicated in writing to all who have obtained the Tendering Document from the Employer in accordance with ITT 6.2.
	<b>8.3</b>	To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITT 22.2
		<b>C) <u>Preparation of Bids</u></b>
<b>9. Cost of Tendering</b>	<b>9.1</b>	The Tenderer shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
<b>10. Language of Bid</b>	<b>10.1</b>	The Bid, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Employer, shall be written in the language <b>specified in the TDS</b> . Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language <b>specified in the TDS</b> , in which case, for purposes of interpretation of the Bid, such translation shall govern.
<b>11. Documents Comprising the Bid</b>	<b>11.1</b>	The Tender shall comprise the following: (a) Form of Bid (b) completed schedules as required, including priced Bills of Quantities, in accordance with ITT 12 and 14; (c) Tender Security, in accordance with ITT 19; (d) alternative bids, if permissible, in accordance with ITT 13; (e) written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.2; (f) documentary evidence in accordance with ITT 17 establishing the Tenderer’s qualifications to perform

		the contract if its Tender is accepted; (g) Technical Proposal in accordance with ITT 16; and (h) any other document required in the TDS.
	<b>11.2</b>	In addition to the requirements under ITT 11.1, bids submitted by a JVA shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful tender shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.
<b>12. Form of Bid, and Schedules</b>	<b>12.1</b>	The Form of Tender and Schedules, including the Bills of Quantities, shall be prepared using the relevant forms furnished in Section I, Standard Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
<b>13. Alternative Bids</b>	<b>13.1</b>	<b>Unless otherwise indicated in the TDS</b> , alternative bids shall not be considered.
	<b>13.2</b>	When alternative times for reaching the required Service Levels or for the completion of Repairs or Modification and or Improvement Services are explicitly invited, a statement to that effect <b>will be included in the TDS</b> , as will the method of evaluating different times for completion.
	<b>13.3</b>	Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the tendering document must first price the Employer's design as described in the tendering document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, 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 Tenderer conforming to the basic technical requirements shall be considered by the Employer
	<b>13.4</b>	<b>When specified in the TDS</b> , Tenderers are permitted to submit alternative technical solutions for specified parts of the Repairs and/or Modification or Improvement Services, and such parts <b>will be identified in the TDS</b> , as will the method for their evaluating, and described in Section V, Work's Requirements.
<b>14. Tender Prices and Discounts</b>	<b>14.1</b>	The prices and discounts quoted by the Tenderer in the Form of Tender and in the Bills of Quantities shall conform to the requirements specified below.

	<b>14.1.1</b>	The Tenderer shall fill in rates and prices for all items of the Services and Services described in the Bills of Quantities. Items against which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.
	<b>14.1.2</b>	The price to be quoted in the Form of Bid, in accordance with ITT 12.1, shall be the total price of the Bid, excluding any discounts offered.
	<b>14.1.3</b>	The price to be quoted in the Form of Bid, in accordance with ITT 12.1, shall be the total price of the Bid, excluding any discounts offered.
	<b>14.1.4</b>	The Tenderer shall quote any unconditional discounts and the methodology for their application in the Form of Bid, in accordance with ITT 12.1.
	<b>14.1.5</b>	<b>Unless otherwise provided in the TDS</b> and the Contract, the rates and prices quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Tenderer to justify its proposed indices and weightings.
	<b>14.1.6</b>	If so indicated in ITT 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Tenderers wishing to offer any price reduction for the award of more than one Contract shall specify in their tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITT 14.1.4, provided the bids for all lots (contracts) are submitted and opened at the same time
	<b>14.1.7</b>	All duties, taxes, and other levies payable by the Service provider 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 rates and prices and the total Tender Price submitted by the Tenderer
<b>15. Currencies of Tender and Payment</b>	<b>15.1</b>	The currency (cies) of the tender shall be <b>as specified in the TDS.</b>
	<b>15.2</b>	Tenderers may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Summary of Payment Currency Schedule, in which case a detailed breakdown of the

		foreign currency requirements shall be provided by Tenderers.
<b>16. Documents Comprising the Technical Proposal</b>	<b>16.1</b>	The Tenderer shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, in sufficient detail to demonstrate the adequacy of the Tenderers' proposal to meet the requirements of Section V, Specifications.
<b>17. Documents Establishing the Qualifications of the Tenderer</b>	<b>17.1</b>	To establish its qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Standard Forms.
	<b>17.2</b>	Domestic Tenderers, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITT 33.
<b>18. Period of Validity of Bids</b>	<b>18.1</b>	Bids shall remain valid for the period <b>specified in the TDS</b> after the tender submission deadline date prescribed by the Employer. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
	<b>18.2</b>	In exceptional circumstances, prior to the expiration of the tender validity period, the Employer may request Tenderers to extend the period of validity of their bids. The request and the responses shall be made in writing. If a tender security is requested in accordance with ITT 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its tender security. A Tenderer granting the request shall not be required or permitted to modify its bid.
<b>19. Tender Security</b>	<b>19.1</b>	The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified in the TDS, in original form and, in the case of a Tender Security, in the amount and currency specified in the TDS. <b>Unless otherwise specified in the TDS</b> , the Tenderer shall furnish as part of its bid, a tender security in original form and in the amount and currency <b>specified in the TDS</b> .
	<b>19.2</b>	The tender security shall be a demand guarantee at the Tenderer's option, in any of the following forms (a) an unconditional bank guarantee;

		<p>(b) an irrevocable letter of credit;                  (c) a cashier's or certified check; or                  (d) another security indicated in the TDS, from a reputable source.</p> <p>The tender security shall be submitted either using the Tender Security Form included in Section IV, Standard Forms, in the case of a bank guarantee, or in another substantially similar format approved by the Employer prior to tender submission. In either case, the form must include the complete name of the Tenderer. The tender security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITT 18.2</p>
	<b>19.3</b>	Any tender not accompanied by an enforceable and compliant tender security, if one is required in accordance with ITT 19.1, shall be rejected by the Employer as non-responsive.
	<b>19.4</b>	The tender security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the performance security pursuant to ITT 41.
	<b>19.5</b>	The tender security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required performance security.
	<b>19.6</b>	<p>The tender security may be forfeited:</p> <p>(a) if a Tenderer withdraws its tender during the period of tender validity specified by the Tenderer on the Form of Tender Form, except as provided in ITT 18.2 or</p> <p>(b) if the successful Tenderer fails to:</p> <p>(i) sign the Contract in accordance with ITT 40; or</p> <p>(ii) Furnish a performance security in accordance with ITT 41.</p>
<b>20.Format and Signing of Bid</b>	<b>20.1</b>	The Tenderer shall prepare one original of the documents comprising the tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the bid, in the number <b>specified in the TDS</b> and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
	<b>20.2</b>	The original and all copies of the tender shall be typed, printed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation <b>as specified in the TDS</b> 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 tender where entries or amendments have been made shall be signed or initialed by the person signing the bid.
	<b>20.3</b>	Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
		<b>D) <u>Submission and Opening of Bids</u></b>
<b>21. Sealing and Marking of Bids</b>	<b>21.1</b>	The Tenderer shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITT 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL," "ALTERNATIVE," and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
	<b>21.2</b>	<p>i) The outer envelope shall:</p> <p>a) be addressed to the Employer in accordance with ITT 22.1;</p> <p>b) bear the specific identification of this tendering process indicated in the TDS 1.1; and</p> <p>c) bear a warning not to open before the time and date for tender opening.</p> <p>ii) The inner envelopes shall:</p> <p>1) bear the name and address of the Tenderer in addition to (i) above.</p>
	<b>21.3</b>	If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.
	<b>21.4</b>	<b>Where tenderers are required to submit their bids by means of Electronic mails, then such terms issued supersede all in items 21.1, 21.2 and 21.3 and the conditions as issued in accordance with this clause shall prevail.</b>
<b>22. Deadline for Submission of Bids</b>	<b>22.1</b>	Bids must be received by the Employer at the address and no later than the date and time <b>indicated in the TDS. When so specified in the TDS</b> , tenderers shall have the option of submitting their bids electronically. Tenderers submitting bids electronically shall follow the electronic tender submission procedures <b>specified in the TDS.</b>
	<b>22.2</b>	The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Tendering Document in accordance with ITT 8, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline shall

		thereafter be subject to the deadline as extended.
<b>23. Late Bids</b>	<b>23.1</b>	The Employer shall not consider any tender that arrives after the deadline for submission of bids, in accordance with ITT 22. Any tender received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Tenderer.
<b>24. Withdrawal, Substitution, and Modification of Bids</b>	<b>24.1</b>	A Tenderer may withdraw, substitute, or modify its tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the tender must accompany the respective written notice. All notices must be  (a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and  (b) Received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITT 22.
	<b>24.2</b>	Bids requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.
	<b>24.3</b>	No tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of tender validity specified by the Tenderer on the Form of Tender or any extension thereof.
<b>25. Tender Opening</b>	<b>25.1</b>	The Employer shall open the bids in public, in the presence of Tenderers` designated representatives and anyone who choose to attend, and at the address, date and time <b>specified in the TDS</b> . Any specific electronic tender opening procedures required if electronic tendering is permitted in accordance with ITT 22.1, shall be <b>as specified in the TDS</b> .
	<b>25.2</b>	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding tender shall not be opened, but returned to the Tenderer. No tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at tender opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding

		tender being substituted, and the substituted tender shall not be opened, but returned to the Tenderer. No tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at tender opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at tender opening. Only envelopes that are opened and read out at tender opening shall be considered further.
	<b>25.3</b>	All other envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the Tender Price(s), including any discounts and alternative offers; the presence of a tender security, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at tender opening shall be considered for evaluation. <b>If so requested by the Employer in the TDS</b> , the Form of Tender and the Bill of Quantities are to be initialed by representatives of the Employer attending tender opening in the manner indicated in the TDS. No tender shall be rejected at tender opening except for late bids, in accordance with ITT 23.1.
	<b>25.4</b>	The Employer shall prepare a record of the tender opening that shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution, or modification; the Tender Price, per lot if applicable, including any discounts and alternative offers; and the presence or absence of a tender security, if one was required. The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Tenderers.
		<b>E) <u>Evaluation and Comparison of Bids</u></b>
<b>26. Confidentiality</b>	<b>26.1</b>	Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all Tenderers.
	<b>26.2</b>	Any attempt by a Tenderer to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

	<b>26.3</b>	Notwithstanding ITT 26.2, from the time of tender opening to the time of Contract award, if any Tenderer wishes to contact the Employer on any matter related to the tendering process, it may do so in writing.
<b>27. Clarification of Bids</b>	<b>27.1</b>	To assist in the examination, evaluation, and comparison of the bids, and qualification of the Tenderers, the Employer may, at its discretion, ask any Tenderer for a clarification of its bid. Any clarification submitted by a Tenderer that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITT 31.
	<b>27.2</b>	If a Tenderer does not provide clarifications of its tender by the date and time set in the Employer's request for clarification, its tender may be rejected.
<b>28. Deviations, Reservations, and Omissions</b>	<b>28.1</b>	During the evaluation of bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Tendering Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Tendering Document.
<b>29. Determination of Responsiveness</b>	<b>29.1</b>	The Employer's determination of a bid's responsiveness is to be based on the contents of the tender itself, as defined in ITT11.
	<b>29.2</b>	A substantially responsive tender is one that meets the requirements of the Tendering 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 Services specified in the Contract; or (ii) limit in any substantial way, inconsistent with the Tendering Document, the Employer's rights or the Tenderer's obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive

		position of other Tenderers presenting substantially responsive bids.
	<b>29.3</b>	The Employer shall examine the technical aspects of the tender submitted in accordance with ITT 16, Technical Proposal, in particular, to confirm that all requirements of Section V, Specifications have been met without any material deviation or reservation.
	<b>29.4</b>	If a tender is not substantially responsive to the requirements of the Tendering Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
<b>30. Nonmaterial Nonconformities</b>	<b>30.1</b>	Provided that a tender is substantially responsive, the Employer may waive any non-conformity in the tender that does not constitute a material deviation, reservation or omission.
	<b>30.2</b>	Provided that a tender is substantially responsive, the Employer may request that the Tenderer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the tender 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 Tenderer to comply with the request may result in the rejection of its bid.
	<b>30.3</b>	Provided that a tender is substantially responsive, the Employer shall rectify nonmaterial nonconformities related to the Tender Price. To this effect, the Tender Price shall 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 method indicated in Section III, Evaluation and Qualification Criteria.
<b>31. Correction of Arithmetical Errors</b>	<b>31.1</b>	Provided that the tender is substantially responsive, the Employer 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 total price shall prevail 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 total shall prevail and the subtotals shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail.
	<b>31.2</b>	If the Tenderer that submitted the lowest evaluated tender does not accept the correction of errors, its tender shall be disqualified

<p><b>32. Conversion to Single Currency</b></p>	<p><b>32.1</b></p>	<p>To facilitate evaluation and comparison, the Employer will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable to Kenya Shillings at the selling exchange rate established for similar transactions by the Central Bank of Kenya specified in the <b>Tender Data</b></p>
<p><b>33. Margin of Preference</b></p>	<p><b>33.1</b></p>	<p><b>Unless otherwise specified in the TDS</b>, a margin of preference shall not apply.</p>
<p><b>34. Evaluation of Bids</b></p>	<p><b>34.1</b></p>	<p>The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.</p>
	<p><b>34.2</b></p>	<p>To evaluate a bid, the Employer shall consider the following:                  (a) the tender price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities;                  (b) price adjustment for correction of arithmetic errors in accordance with ITT 31.1;                  (c) price adjustment due to discounts offered in accordance with ITT 14.4;                  (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 32;                  (e) adjustment for nonconformities in accordance with ITT 30.3;                  (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria;</p>
	<p><b>34.3</b></p>	<p>The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in tender evaluation.</p>
	<p><b>34.4</b></p>	<p>If these Tendering Documents allows Tenderers to quote separate prices for different lots (contracts), and the award to a single Tenderer of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Form of Bid, is specified in Section III, Evaluation and Qualification Criteria.</p>
	<p><b>34.5</b></p>	<p>If the bid, which results in the lowest Evaluated Tender Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices</p>

		with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract.
	<b>34.6</b>	The price of the Repairs and Modification and or Improvement Services included in each tender shall not be higher than the threshold <b>indicated in the TDS</b> . If the Tenderer estimates that its costs for the Repairs and Modification and or Improvement Services are higher than the threshold indicated in the TDS, it shall include the portion above the threshold in its price for the Maintenance Services. If the tender which results in the lowest Evaluated Tender Price is above the threshold indicated in the TDS for the Repairs and Modification and or Improvement Services, the Employer may reject the bid.
<b>35. Comparison of Bids</b>	<b>35.1</b>	The Employer shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITT 34.2.
	<b>35.2</b>	After application of the criteria established in Sub-Clauses 34.1 to 34.6, the Evaluated Tender Price for comparison of bids will be:  (a) The total unit price offered by the Tenderer for the Maintenance Services; plus  (b) The total unit price offered by the Tenderer for the Rehabilitation/repair Services, if the tendering documents require prices for this type of services; plus  (c) The total unit price of the priced Bill of Quantities for the Modification and Improvement Services, if the tendering documents require prices for this type of services, plus  (d) The total unit price of the priced Bill of Quantities for the Emergency Services.
<b>36. Post Qualification of the Tenderer</b>	<b>36.1</b>	The Employer shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive tender meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
	<b>36.2</b>	The determination shall be based upon an examination of the documentary evidence of the

		Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17.1.
	<b>36.3</b>	An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's qualifications to perform satisfactorily.
<b>37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids</b>	<b>37.1</b>	The Employer reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to contract award, without thereby incurring any liability to Tenderers. In case of annulment, all bids submitted and specifically, tender securities, shall be promptly returned to the Tenderers.
		<b>F) <u>Award of Contract</u></b>
<b>38. Award Criteria</b>	<b>38.1</b>	The Employer shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated tender and is substantially responsive to the Tendering Document, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.
<b>39. Notification of Award</b>	<b>39.1</b>	Prior to the expiration of the period of tender validity, the Employer shall notify the successful Tenderer, in writing, that its tender has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Standard Form called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Service provider in consideration of the execution and completion of the Services (hereinafter and in the Conditions of Contract and Standard Form called "the Contract Price") and the requirement for the Service provider to remedy any defects therein as prescribed by the Contract. At the same time, the Employer shall also notify all other Tenderers of the results of the tendering.
	<b>39.2</b>	The Employer shall promptly respond in writing to any unsuccessful Tenderer who, after notification of award in accordance with ITT 39.1, requests in writing the grounds on which its tender was not selected.
<b>40. Signing of Contract</b>	<b>40.1</b>	The Employer shall send the successful Tenderer the Contract Agreement upon expiry of (14) days appeal period.
	<b>40.2</b>	Within thirty (30) days of receipt of the Contract

		<p>Agreement, the successful Tenderer shall sign, date, and return it to the Employer.</p>
<p><b>41. Performance Security</b></p>	<p><b>41.1</b></p>	<p>Within thirty (30) days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security in the amount and in the form stipulated in the <b>TDS</b> and the Contract Data Sheet, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract. If the Performance Security is provided by the successful Tenderer in the form of a Bank Guarantee by a bank located in Kenya, or a foreign bank through a correspondent bank located in Kenya, with the consent of the Employer, directly by a foreign bank acceptable to the Employer.</p>
	<p><b>41.2</b></p>	<p>Failure of the successful Tenderers to comply with the requirement of sub clause 41.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security, in which event the Employer may make the award to the next lowest evaluated Tenderers or call for new Bids.</p> <p>If provided for in the <b>TDS</b>, the Employer will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount. The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section X. For the purpose of receiving the Advance Payment, the Tenderer shall make an estimate of, and include in its Tender, the expenses that will be incurred in order to commence work. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labour during the first month beginning with the date of the Employer’s “Notice to Commence” as specified in the <b>CDS</b>.</p>

		<b>G) <u>Review of Procurement Decisions</u></b>
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<p><b>42. Right to review</b></p>	<p><b>42.1</b></p>	<p>A Tenderer who claims to have suffered or risk suffering, loss or damage or injury as a result of breach of a duty imposed on a Employer or an Approving Authority by the Public Procurement and Disposal Act and the Public Procurement and Disposal Regulations, the procurement proceedings or processes, may seek administrative review as prescribed by the Act. The following matters, however, shall not be subject to the administrative review: The choice of procurement method,</p> <ul style="list-style-type: none"> <li>a) a decision by the Employer to reject all tenders, proposals or quotations;</li> <li>b) where a contract is signed in accordance to section 68 of the Public Procurement and Disposal Act or</li> <li>c) Where an appeal is frivolous.</li> </ul>
<p><b>43. Time limit on review</b></p>	<p><b>43.1</b></p>	<p>The Tenderer shall apply for review in the number of copies and pay fees as prescribed by the Public Procurement and Disposal Regulations 2006 within fourteen (14) days of the time the tenderers became or should have become aware of the circumstances giving rise to the complaint or dispute.</p>
<p><b>44. Submission of Applications for Review by the Public Procurement Administrative Review Board</b></p>	<p><b>44.1</b></p>	<p>Any application for administrative review shall be submitted in writing to the Secretary, Public Procurement Administrative Review Board on Form RB 1 at the address shown in the <b>Tender Data Sheet</b>. The secretary to the review board shall immediately after filing of the request, serve a copy thereof on the Employer.</p>
	<p><b>44.2</b></p>	<p>The application for administrative review shall be in accordance with the requirements of Regulation 73 of the Public Procurement and Disposals Regulations, 2015, including;</p> <ul style="list-style-type: none"> <li>a) reasons for the complaint, including any alleged breach of the Act or Regulations,</li> <li>b) an explanation of how the provisions of the Act and or Regulation has been breached or omitted, including the dates and name of the responsible public officer, where known,</li> <li>c) statements or other evidence supporting the complaint where available as the applicant considers necessary in support of its request,</li> <li>d) remedies sought, and</li> <li>e) Any other information relevant to the complaint.</li> </ul>
<p><b>45. Decision by the Public Procurement</b></p>	<p><b>45.1</b></p>	<p>The Administrative Review Board shall within thirty days after receipt of an application for administrative review deliver a</p>

<p><b>Administrative Review Board</b></p>		<p>written decision which may indicate;</p> <ul style="list-style-type: none"> <li>a) annulling anything the Employer has done in the procurement proceedings, including annulling the procurement proceedings in their entirety,</li> <li>b) giving directions to the Employer with respect to anything to be done or redone in the procurement proceedings,</li> <li>c) substituting the decision of the Review Board for any decision of the Employer in the procurement proceedings, and</li> <li>d) Order the payment of costs as between parties to the review.</li> </ul>
	<p><b>45.2</b></p>	<p>The decision made by the Review Board shall, be final and binding on the parties unless judicial review thereof commences within fourteen (14) days from the date of the Review Board’s decision.</p>
<p><b>46. Appeal on the decision of the Review Board</b></p>	<p><b>46.1</b></p>	<p>Any party to the review aggrieved by the decision of the Review Board may appeal to the High Court and the decision of the High Court shall be final.</p>

**Section II. Tender Data Sheet**

The following specific data for the Maintenance Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

Note: Section II, Tender Data Sheet, shall be filled in by the Employer before issuance of the tendering documents.

ITT Clause Reference	A) <u>General/ Tender Data</u>
ITT 1.1	The reference number of the Request for Tenders (ITT) is: <b>NEGOTIATION NO:1166560-2022-2023</b> The Employer is: <b>County Government of Bungoma represented by Chief Officer- Water &amp; Natural Resources</b>
ITT 1.1	The Drilling Rig Fleet are <b>as attached to this tender document.</b>
ITT 1.3	The name of the Project is: <b>FRAMEWORK PROVISION AGREEMENT FOR REPAIRS, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR COUNTY GOVERNMENT OF BUNGOMA</b>
ITT 4.1 (a)	The individuals or firms in a joint venture or association shall jointly and severally be liable.
ITT 2.1 (a)	<b>Electronic –Procurement System</b>  The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process: <a href="https://supplier.treasury.go.ke">https://supplier.treasury.go.ke</a> , <a href="http://www.bungoma.go.ke">www.bungoma.go.ke</a> and <a href="https://www.ifmis.go.ke">https://www.ifmis.go.ke</a>  The electronic-procurement system shall be used to manage the following aspects of the Tendering process: <i>issuing tendering document, submission of Tender, opening of Tenders</i>
ITT 4.7	Tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
<b>B) <u>Tendering Documents</u></b>	
ITT 7.1 & ITT 7.4	<b>Pre-BID site visit/conference is MANDATORY and will be on Friday 27<sup>th</sup> of Jan 2023 as from 10.00 am local at K.I.E Bungoma office Hall near the Ministry of Environment, Water, Tourism and Natural resources offices, site visit certificate will be issued as an evidence of attendance</b>
ITT 7.2	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than <b>26<sup>TH</sup> January 2023</b>

ITT 7.4	The Procuring Entity’s website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published is <a href="http://www.bungoma.go.ke">www.bungoma.go.ke</a>
ITT 7.1	<p>For <b>clarification purposes</b> only, the Employer’s address is:  <b>CHIEF OFFICER</b>  <b>WATER &amp; NATURAL RESOURCES,</b>  <b>COUNTY GOVERNMENT OF BUNGOMA</b>  <b>P.O BOX 437 – 50 200</b>  <b>BUNGOMA</b></p> <p>The Engineer’s address is:  <b>CHIEF OFFICER,</b>  <b>WATER &amp; NATURAL RESOURCES,</b>  <b>COUNTY GOVERNMENT OF BUNGOMA</b>  <b>P.O BOX 634 – 50200</b>  <b>BUNGOMA</b></p>
<b>C) <u>Preparation of Bids</u></b>	
ITT10.1	The language of the tender is: <b>English</b>
ITT 7.1 & ITT 7.4	<b><i>Pre-BID site visit/conference is MANDATORY and will be on Friday 27<sup>th</sup> of Jan 2023 as from 10.00 am local at K.I.E Bungoma office Hall near the Ministry of Environment, Water, Tourism and Natural resources offices, site visit certificate will be issued as an evidence of attendance</i></b>
ITT 11.1 (h)	<p>A tenderer shall as part of his tender submit a written power of attorney authorizing the signatory of the tender to commit the tenderer and update any information submitted with their applications for prequalification, which may have changed, and update in any case the information indicated in the schedules and continue to meet the minimum threshold criteria set out in the tender documents.</p> <p>As a minimum, tenderers shall update the following information:</p> <ul style="list-style-type: none"> <li>(a) Evidence of access to lines of credit and availability of other financial resources,</li> <li>(b) Financial predictions for the current year and the two subsequent years, including the effect of known commitments</li> <li>(c) Work commitments in the current financial year,</li> <li>(d) Current litigation information; and,</li> <li>(e) Availability of critical equipment, spare parts and service centre/service shop.</li> </ul>
ITT 13.1	Alternative bids shall not be permitted.
ITT 13.2	Alternative times for reaching the required Service Levels and for the completion of the Rehabilitation, Repairs and/or Modification or Improvement Services will not be permitted.
ITT 14.1.1	The rates and prices of items in the Bills of Quantities shall be inclusive of VAT.
ITT 14.1.5	The prices quoted by the Tenderer shall be fixed; consequently, the Tenderer is not required to furnish the indices and weightings for the

	price adjustment formulae in the Schedule of Adjustment Data.
<b>ITT 15.1</b>	The currency of the tender shall be <b>Kenya Shillings</b>
<b>ITT 18.1</b>	The tender validity period shall be <b>120</b> days.
<b>ITT 19.1</b>	Tender Securing Form
<b>ITT 20.1</b>	In addition to the original of the bid, the number of copies is <b>One (1)</b>
<b>ITT 20.2</b>	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: in the form of <b>Power of attorney</b>
<b>D) Submission and Opening of Bids</b>	
<b>ITT 22.1</b>	(A) For <u>Tender submission purposes</u> only, the Procuring Entity’s address is: Director, Supply Chain Management <b>COUNTY GOVERNMENT OF BUNGOMA</b> <b>P.O BOX 437 – 50 200</b> BUNGOMA <b>The deadline for tender submission is as indicated in Tender Notice</b> All tenderers <i>shall</i> submit their bids electronically through the IFMIS portals <a href="https://www.ifmis.go.ke">https://www.ifmis.go.ke</a> The electronic-procurement system shall be used to manage the following aspects of the Tendering process: <i>issuing tendering document, submission of Tender, opening of Tenders</i>
<b>ITT 25.1</b>	The <b>Tender opening</b> shall take place at: <b>County Water Offices, Department of Water and Natural Resources; next to Kenya Industrial Estates, in the presence of Tenderers/Representatives who wish to attend</b> Date: <b>2<sup>nd</sup> February 2023</b> Time: <b>12.00 noon</b> Tender opening procedures shall be done online: Minutes written for the opened documents and signed by the Employers committee and members present
<b>E) Evaluation and Comparison of Bids</b>	
<b>ITT 32.1</b>	The currency of the Tender shall be converted into a single currency as follows: <b>Not Applicable</b>
<b>F. Award of Contract</b>	
<b>ITT 44.1</b>	The Adjudicator proposed by the Procuring Entity is DRB as per the law
<b>ITT 50.1</b>	The procedures for making a Procurement-related Complaint are available from the PPRA website <a href="mailto:info@ppra.go.ke">info@ppra.go.ke</a> or <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a> . If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: In summary, a Procurement-related Complaint may challenge any of the following:  (i) the terms of the Tender Documents; and (ii) the Procuring Entity’s decision to award the contract.

	<p>For the attention: <i>[insert full name of person receiving complaints]</i></p> <p>Title/position: <i>[insert title/position]</i></p> <p>Procuring Entity: <i>[insert name of Procuring Entity]</i></p> <p>Email address: <i>[insert email address]</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ul style="list-style-type: none"><li>(i) the terms of the Tender Documents; and</li><li>(ii) the Procuring Entity's decision to award the contract.</li></ul>
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**Section III. Evaluation and Qualification Criteria**

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For construction turnover or financial data required for each Year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single Contract-Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use the Standard Tender Evaluation Report for Goods and Works for evaluating Tenders.

This Section contains the criteria that the Employer shall use to evaluate bids and qualify Tenderers. In accordance with ITT 34 and ITT 36, no other factors, methods or criteria shall be used. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms.

**A) Evaluation and contract award Criteria**

In addition to the criteria listed in ITT 34.2 (a) – (e) the following criteria shall apply:

**1. Key Items for Preliminary examination for Determination of Responsiveness**

CHECK ITEMS / QUALIFICATION SUBJECT		CHECKING CRITERIA / QUALIFICATION REQUIREMENT	REFERENCE	
			Instruction	page
1	Form of tender	<ul style="list-style-type: none"> <li>• The form of tender must be duly filled, signed and stamped with all alterations countersigned</li> <li>• Bid is considered unresponsive if alteration not countersigned.</li> </ul>	Form of tender	
2	Confidential Business Questionnaire	<ul style="list-style-type: none"> <li>• The form is duly filled, signed and stamped</li> <li>• Provide all required information</li> <li>• The form is invalid if the IDs for all directors are not attached</li> </ul>	Confidential Business Questionnaire form	
3	Certificate of Independent Tender Declaration	<ul style="list-style-type: none"> <li>• The form is duly filled, signed and stamped</li> <li>• Provide all required information</li> </ul>	Certificate of Independent Tender Declaration	
4	CR 12 Form	<ul style="list-style-type: none"> <li>• The <b>certified</b> copy is attached. Recent (Within last 12 Months)</li> <li>• The copy is invalid if it is not certified by a commissioner for oaths</li> </ul>	Attach recent CR12 form	
5	Self-Declaration Form SD1	<ul style="list-style-type: none"> <li>• Self-Declaration that the Person/Tenderer Is Not Debarred In The Matter Of The Public Procurement And Asset Disposal Act 2015</li> <li>• Duly filled, stamped and signed</li> </ul>	Form SD 1	
6	Self-Declaration Form SD2	<ul style="list-style-type: none"> <li>• Self-Declaration that the Tenderer Will Not Engage in Any Corrupt or Fraudulent Practice</li> <li>• Duly filled, stamped and signed</li> </ul>	Form SD 2	
7	Single business permit	<ul style="list-style-type: none"> <li>• Attach valid certified copy from any County Government</li> </ul>	Attach single business permit	
8	Tender Securing Declaration Form	<ul style="list-style-type: none"> <li>• Duly filled, signed and stamped</li> <li>• In the format provided with all conditions</li> </ul>	Form of tender securing declaration form.	

**FRAMEWORK PROVISION AGREEMENT FOR REPAIR, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR THE COUNTY GOVERNMENT OF BUNGOMATH**  
**PROVISION OF REPAIR, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING**

CHECK ITEMS / QUALIFICATION SUBJECT		CHECKING CRITERIA / QUALIFICATION REQUIREMENT	REFERENCE	
			Instruction	page
9	Nationality Eligibility (copy of ID)	<ul style="list-style-type: none"> <li>The copy of the proof of citizenship (National ID card, passport) is attached as per the list of directors in the CR12 document</li> <li>Fill Forms ELI – 1.1 and 1.2, with attachments</li> </ul>	ITT 4.5	
10	Tax Compliance Certificate	<ul style="list-style-type: none"> <li>Produce current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority</li> <li>The <b>copy</b> is attached</li> <li>The certificate is <b>valid</b> and issued by KRA</li> </ul>	ITT 4.14	
11	KRA PIN	<ul style="list-style-type: none"> <li>Attach certified valid copy of KRA PIN or VAT certificate issued by KRA</li> </ul>	KRA Pin certificate	
12	NCA	<ul style="list-style-type: none"> <li>Attach Valid Registration certificate copy with <b>National Construction Authority</b> for <b>Water works; NCA 8</b> and above and <b>MUST</b> be accompanied by <b>valid annual practicing license</b></li> </ul>	NCA Registration certificate Valid Annual Practicing License	
13	Conflict of Interest	<ul style="list-style-type: none"> <li>No conflicts of interest as per the filled Form of Tender</li> </ul>	ITT 4.3	
14	PPRA Eligibility	<ul style="list-style-type: none"> <li>Not having been declared ineligible by the PPRA as per the filled Form of Tender</li> </ul>	ITT 4.6	
15	Certificate of Incorporation / registration	<ul style="list-style-type: none"> <li>The <b>certified copy</b> should be attached to show that the applicant is a registered company and legally authorized to do business in Kenya</li> <li>The copy is invalid if it is not certified by Commissioner of Oaths by the legitimate issuing authority</li> </ul>	Attach the Certificate	
16	Priced schedule/ Bill of Quantities/Price list	<ul style="list-style-type: none"> <li>The form is duly filled, signed and stamped with all alterations countersigned</li> <li>Bid is considered unresponsive if not dully filled and alterations not countersigned</li> </ul>		
17	State- owned Enterprise	<ul style="list-style-type: none"> <li>Forms ELI - 1.1 and 1.2 dully filled with attachments</li> </ul>	ITT 3.8	
18	Goods, equipment and services to be supplied under the contract	<ul style="list-style-type: none"> <li>To have their origin in any country that is not determined ineligible under ITT 5.1</li> </ul>	Forms ELI – 1.1 and 1.2, with attachments	
19	Serialization	<ul style="list-style-type: none"> <li>All pages properly serialized in sequential order</li> </ul>		
20	Tender/Bid Security	<ul style="list-style-type: none"> <li>In form of Unconditional bank guarantee from a reputable bank or an approved insurance company</li> <li>Totaling to <b>Kshs. 100,000 valid</b> for 120 days after the tender closing date</li> </ul>		
21	Declaration of Knowledge / Pre-Bid Tender Conference Certificate / Site Visit Certificate	<ul style="list-style-type: none"> <li><b>MUST</b> attend and attach a <b>Pre-BID</b> Tender Conference Certificate/ site visit certificate to be held on <b>Friday 27th of Jan 2023</b> as from <b>10.00 am</b> local at <b>K.I.E Bungoma office Hall</b> near the Ministry of Environment, Water, Tourism and Natural resources offices, site visit certificate will be issued as an evidence of attendance.</li> <li>Bidders to sign attendance register</li> <li>Certificate must be signed by the Employer’s representative</li> <li>Bidders to send Technical Persons for the Site Visit</li> </ul>	TDS 8.1, ITT 8.1,8.2,8.3,8.4	

**Tenders that do not pass the Preliminary Examination will be considered irresponsible and will not proceed to the next stage**

## **2. Assessment of adequacy of Technical Proposal with Requirements**

**B) Assessment of adequacy of Technical Proposal with Requirements(Qualification Criteria)**

<b>2.1 HISTORICAL CONTRACT NON-PERFORMANCE</b>						
<b>Factor</b>						
<b>Sub-Factor</b>	<b>Requirement</b>	<b>Tenderer</b>				<b>Documentation Required</b>
		<b>Single Entity</b>	<b>Joint Venture, Consortium or Association</b>			
			<b>All partners combined</b>	<b>Each partner</b>	<b>At least one partner</b>	
2.1.1 History of non-performing contracts	<i>Form CON-2 is duly filled Non-performance of a contract and consistent history of court/arbitral award decisions against the Tenderer did not occur within the last 5 years prior to the deadline for application submission based on all information on fully settled disputes or litigation</i>	<i>Must meet requirement by itself or as partner to past or existing JVA</i>	<i>N/A</i>	<i>Must meet requirement by itself or as partner to past or existing JVA</i>	<i>N/A</i>	<i>Schedule 11 section IV</i>
2.1.2 Pending Litigation	<ul style="list-style-type: none"> <li>• <i>Ensure Form CON – 2 is duly filled showing that the Tender’s financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.</i></li> <li>• <i>Current Sworn affidavit of litigation history is attached</i></li> </ul>	<i>Must meet requirement</i>	<i>Existing or intended JVA must meet requirement</i>	<i>Must meet requirement</i>	<i>N/A</i>	<i>Schedule 11 section IV</i>
<b>2.2 FINANCIAL SITUATION</b>						
<b>Factor</b>						
<b>Sub-Factor</b>	<b>Requirement</b>	<b>Tenderer</b>				<b>Documentation Required</b>
		<b>Single Entity</b>	<b>Joint Venture, Consortium or Association</b>			
			<b>All partners combined</b>	<b>Each partner</b>	<b>At least one partner</b>	
2.2.1. Average Annual Turnover	<i>Minimum average annual turnover of Kshs. 20 Million, calculated as total certified payments received for contracts in progress or completed, within the last three (5) years, divided by 5 years</i>	<i>Must meet 50% of the requirement</i>	<i>Must meet requirement</i>	<i>Must meet Twenty-five percent (25%) of the requirement</i>	<i>Must meet Forty percent (40%) of the requirement</i>	<i>Schedule 10, Section IV</i>
2.2.2. Financial Resources	<i>The Tenderer must demonstrate access to, or availability of, financial resources such as liquid</i>	<i>Must meet requirement</i>	<i>Must meet requirement</i>	<i>Must meet percent (Twenty-five</i>	<i>Must meet percent (Forty (40)</i>	<i>Provide attachments</i>

**PROVISION OF REPAIR, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RRRRIGRIG FLEET FOR THE COUNTY GOVERNMENT OF BUNGOMA**

	<i>assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: (i) the following cash-flow requirement <b>Kshs. 10 Million</b> and (ii) the overall cash flow requirements for this contract and its current commitments.</i>			(25) % of the requirement	% of the requirement	attachm ents
2.2.3 Years of active Business	<i>Years of active business; 5 or more years</i>	<i>Must meet the requirement</i>	<i>Must meet 60% of the requiremen t</i>	<i>Must meet percent (Twenty-five (25) %) of the requirement</i>	<i>Must meet percent (Forty (40) %) of the requirement</i>	<i>Provide attachm ents</i>
<b>Factor</b>	<b>2.3 Experience</b>					
<b>Sub-Factor</b>	<b>Requirement</b>	<b>Tenderer</b>			<b>Docum entatio n Require d</b>	
		<b>Single Entity</b>	<b>Joint Venture, Consortium or Association</b>			
			<b>All partners combined</b>	<b>Each partner</b>	<b>At least one partner</b>	
2.3.1: Specific Constructio n & Contract Managemen t Experience	<i>(a)Participation as supply contractor, management contract, or subcontractor, in at least Three (3) contracts within the last (5) Five years, of which should have a minimum value <b>10 Million</b> each that have been successfully and substantially completed and that are similar to the proposed works and Services. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in, Employer's Requirements.</i>	<i>Meet requirement as outlined in the post qualificatio n criteria</i>	<i>Meet requirements as outlined in the post qualification criteria</i>	<i>N / A</i>	<i>Meet requirement as outlined in the post qualification criteria</i>	<i>Schedul e 7, Section V</i>
2.3.2 General Experience	<i>b) For the above or other contracts executed during the period stipulated in 2.3.1(a) above</i>	<i>Meet requirement as outlined in the post qualificatio n criteria</i>	<i>Meet requirement as outlined in the post qualification criteria</i>	<i>N / A</i>	<i>Meet requirement as outlined in the post qualification criteria</i>	<i>Schedul e 7, Section V</i>
2.3.2 General Experience	<i>b) For the above or other contracts executed during the period stipulated in 2.3.1(a) above</i>	<i>Meet requirement as outlined in the post qualificatio n criteria</i>	<i>Meet requirement as outlined in the post qualification criteria</i>	<i>N / A</i>	<i>Meet requirement as outlined in the post qualification criteria</i>	<i>Schedul e 7, Section V</i>

### **A) TECHNICAL EVALUATION CRITERIA**

This Section shall apply to qualified tenderers from Qualification Criteria 1- “1.1” and 1- “1.2” above. It contains all the factors, methods and criteria that the Employer shall use for the technical evaluation. The information to be provided in relation to each factor and the definitions of the corresponding terms are included in the respective Application Forms (Schedules).

The Technical Evaluation Committee shall examine tender documents and score them based on their validity, accuracy and quality. Where the tenderer fails to submit the mandatory requirement, the tenderer shall be disqualified

Tenderers who provide all mandatory requirements and specified percentage score in technical evaluation and above shall proceed to the financial evaluation.

#### **Technical Proposal**

The tenderer’s Technical Proposal shall be as outlined in the following tables

Bidders who meet all technical requirements and **score 70%** and above in technical evaluation shall proceed to the financial evaluation

ITEM		DESCRIPTION	Maximum score	POINT SCORE SCALE	REMARKS
<b>1</b>		<b>FINANCIAL CAPACITY</b>	<b>22</b>		
	a	Provide Certified, signed and stamped Financial Audited Accounts and balance sheet for the last 2 years to demonstrate financial position and availability of working capital net-worth. (certified by a reputable audit firm and must provide contact information of the audit firm) 1 <sup>st</sup> year – 2020/2021 2 <sup>nd</sup> year – 2021/2022 Unaudited accounts		2 2 0	
	b	Provide Certified, signed and stamped bank statement from a reputable bank for the last 6 months (Contact information to be availed).		3	
	c	Certified line of credit from a reputable bank.		3	
	d	Profitability Margin A margin above 30% 10-29 % <10% but >1% < 1%		6 4 2 0	
	e	Liquidity Ratio 2:1 1:1 < than 1:1		6 3 0	
<b>2</b>		<b>EXPERIENCE/PREVIOUS CONTRACTS RECORDS</b>	<b>15</b>		
	a	Years of active business • 5 or more years: 5 marks • Others prorated at: $\frac{\text{Number of years} \times 5}{5}$		N/A	
	b	Provide a list of at least 5 Major clients where the firm has provided specific/similar services i.e. PBC services/services in the last 5 years with 5 or more contracts each with a value of more than <b>Kshs. 10,000,000</b> Evidenced by LPO/LSO/contract • 5 or more clients: 10 marks • Others prorated at: $\frac{\text{Number of Clients} \times 10}{5}$		0-10	
	c	Must have experience of at least five (5) years of repair and maintenance of drilling rig or similar equipment ( <i>Tenderers to provide a list of firms and their contact details together with completion certificates for which services has been executed for the last five (5) years in their company's letterhead duly signed</i> ) • 5 or more years of experience: 5 marks • Others prorated at: $\frac{\text{Number of Years} \times 5}{5}$		0-5	
<b>3</b>		<b>KEY PERSONNEL</b>	<b>16</b>		
	a	<b>Team Leader</b> Qualification: Minimum Diploma in Mechanical Engineering (Attach Certificates and CVs) i. BSc/B.Eng. Mechanical Engineering(2marks) ii. HND in Mechanical Engineering (2 marks) iii. Diploma in Mechanical Engineering(1mark) General Experience for the personnel above: Min 1 year Other = (No. of Yrs./1) x 1 Specific Experience for the personnel above: Min 2years Other = (No. Of Yrs./2) x 2		0-2 0-1 0-2	
	b	<b>Mechanic</b> Qualification: Minimum Grade II Certificate in Mechanics (Attach Certificates and CVs) i. Diploma in Mechanical Engineering(2marks)		0-2	

ITEM	DESCRIPTION	Maximum score	POINT SCORE SCALE	REMARKS
	ii. Grade II Certificate in Mechanics (1mark)			
	General Experience for the personnel above: Min 1 year Other = (No. of Yrs./1) x 1		0-1	
	Specific Experience for the personnel above: Min 2years Other = (No. Of Yrs./2) x 2		0-2	
	<b>c Other Staff</b>			
	Capacity: At least 3 Qualified personnel with minimum qualifications of Grade II Certificate in mechanics or Motor Vehicle technicians certificate from a recognized Training Institution. (Attach relevant certificates & CVs to support) <ul style="list-style-type: none"> <li>• 3 or more qualified technicians: Total of 9Marks</li> </ul> Others prorated at: $\frac{\text{No. of Technicians} \times 3}{3}$		0-3	
	Specific Experience: Technical staff mentioned above with at least 3 years' experience in motor vehicle repairs/service and who are certified and trained in the maintenance of Drilling rigs, cranes, forklifts and other equivalent machineries <ul style="list-style-type: none"> <li>• 5 years or more experience: Total of 3Marks</li> </ul> Others prorated at: $\frac{\text{No. of staff with at least 3years experience} \times 3}{3}$		0-3	
<b>4</b>	<b>SECURITY</b>	<b>4</b>		
	a Whether serveshop premises are covered by security CCTV Cameras;  1 Mark if available		0-1	<b>Provide evidence through pictorials /other docs and statement</b>
	b Is (are) the organization premises boundary walls fitted with a security Razor Wire to deter intruders? With evidence -1Marks  Without documentary evidence but indicates – 1mark  No details-0marks		0-1	
	c Are all entrances to the premises fitted with security locks on doors? In case of other type of lock, please specify With evidence -1 Marks  Without documentary evidence but indicates – 1mark  No details-0marks		0-1	
	d Are the organization premises fitted with an Intruder alarm(s)? And is the alarm monitored by an external security company? What back-up security measures exists (if any?) Provide documentary evidence from service provider  With evidence -1 Marks  Without documentary evidence but indicates – 1mark  No details-0marks		0-1	
<b>5</b>	<b>INSURANCE</b>	<b>4</b>		
	a Provide a copy of a valid insurance policy held for premises for: <ol style="list-style-type: none"> <li>1) Theft- 1marks;</li> <li>2) Fire- 1marks;</li> <li>3) Workman's compensation- 1marks;</li> <li>4) Damage to Equipment or Vehicles- 1marks;</li> </ol>		1 1 1	<b>Provide documentary evidence</b>

ITEM	DESCRIPTION	Maximum score	POINT SCORE SCALE	REMARKS
			1	
<b>6</b>	<b>TOOLS &amp; EQUIPMENT</b>  <b>Provide list of tools/equipment with proof of ownership (Tenderers shall provide physical address of repair service shops in company's letter head duly signed. CGB shall inspect the service shops listed by the tenderer to verify the actual capability to perform the required services and ensure protection for the CGB assets.)</b>	<b>10</b>		
a	Is your serviceshop equipped with Pneumatic Hoists/Hydraulic Hoists/Engine lifting equipment, Ramp(s) or inspection pit? Provide documentary evidence with proof of ownership With evidence - 2Marks  Without documentary evidence but indicates – 1mark  No details-0marks		0-2	
b	Is your serviceshop equipped with an automotive technical trouble shooting tools? i.e. diagnostic machine(s)? Provide documentary evidence with proof of ownership With evidence -1Marks  Without documentary evidence but indicates – 1mark  No details-0marks		0-1	
c	Does your serviceshop have safety jacks for use while working under vehicles? Provide documentary evidence with proof of ownership With evidence -1 Marks  Without documentary evidence but indicates – 1mark  No details-0marks		0-1	
d	Does your serviceshop have a spray painting booth(s) which is/are certified and with auditable inspection records? Provide documentary evidence with proof of ownership and inspection records With evidence -1 Marks  Without documentary evidence but indicates – 1mark  No details-0marks		0-1	
e	Is your service shop equipped with an electronic wheel alignment gauge(s)? Provide documentary evidence with proof of ownership With evidence -1 Marks  Without documentary evidence but indicates – 1mark  No details-0marks		0-1	
f	Is your serviceshop equipped with a wheel balancing machine(s) Provide documentary evidence with proof of ownership? With evidence -2 Marks  Without documentary evidence but indicates – 1mark  No details-0marks		0-2	

ITEM		DESCRIPTION	Maximum score	POINT SCORE SCALE	REMARKS
	g	Is your serveshop equipped with a welding machine(s) and has adequate storage facilities for spare parts? Provide documentary evidence with proof of ownership With evidence -2 Marks  Without documentary evidence but indicates – 1mark  No details-0marks		0-2	
<b>7</b>		<b>SITE MANAGEMENT/LOCATION</b>	<b>6</b>		
	a	<b>Location of the Office &amp; garage, Serveshop, Stockyard and original spare parts sales/ dealership/facilities</b>  Radius Distance (Km) of the garage/premises from any of the Branches and Current center (Bungoma Town CBD). Attachment of map and photo is preferable.  0.5<100km – 6 marks 100<300km-4 mark Above 300km- 2marks		0-6	
<b>8</b>		<b>WORK METHODOLOGY</b> <b>Methodology should capture and ensure that Spare parts for minor service must be locally available within 24hrs, those of breakdown service within 14 working days and Repairs involving replacement of parts shall not exceed two (2) days. Repairs involving Engine services shall not exceed seven (7) days &amp; Repairs involving body services shall not exceed five (5) days upon receipt of LPO to CGB operation site and or approval of the Invoice. Submission of both requirements is preferable. At least the description on how to dispatch the crew for routine maintenance and emergency services is needed</b>	<b>14</b>		
	a	Signed and stamped service schedule/work programme Gantt chart of general repairs, service and maintenance with cash flow estimate at every stage( <b>8marks</b> )		0-8	
	b	Proposals on work scheduling including the response time( <b>5marks</b> )		0-5	
	c	Detailed method statement on how to carry out the intended services( <b>5marks</b> )		0-5	
<b>9</b>		<b>OTHER REQUIREMENTS</b> <b>The tenderer shall provide the following as work methodology</b>	<b>5</b>		
	a	Proposals on site management control, workers' safety & accident prevention( <b>5marks</b> )		0-5	
		<b>TOTAL</b>	<b>100</b>		

## **SECTION IV: Tendering Forms**

### **1. FORM OF TENDER**

*(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)*

#### **INSTRUCTIONS TO TENDERERS**

- i) *All italicized text is to help the Tenderer in preparing this form.*
- ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.*

**Date of this Tender submission:**.....*[insert date (as day, month and year) of Tender submission]*

**Tender Name and Identification:** .....*[insert identification]* **Alternative No.:** .....*[insert identification No if this is a Tender for an alternative]*

**To:** ..... *[Insert complete name of Procuring Entity]*

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT 9;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
- c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 4.7;
- d) **Conformity:** We offer to provide the Maintenance services in conformity with the tendering document of the following: *[insert a brief description of the Maintenance services];*
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*

*Option 1, In case of one lot: Total price is: [insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];*

Or

*Option 2, in case of multiple lots: (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*

- f) **Discounts:** The discounts offered and the methodology for their application are:
- i) The discounts offered are: *[Specify in detail each discount offered.]*
- ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*

- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- i) **One Tender Per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 14;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state- owned enterprise or institution]/[We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];*
- l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering 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].*

Name of Recipient	Address	Reason	Amount

*(If none has been paid or is to be paid, indicate "none.")*

*[Delete if not appropriate, or amend to suit] We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.*

- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Tender Determination" attached below.
- q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from\_\_\_\_(*specify website*) during the procurement process and the execution of any resulting contract.
- r) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

- s) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
- a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
  - b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.
  - c) Self-Declaration of the Tenderer- to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1- Fraud and Corruption**” attached to the Form of Tender.

**Name of the Tenderer:** \*.....[insert complete name of person signing the Tender]

**Name of the person duly authorized to sign the Tender on behalf of the Tenderer:** .....\*\*[insert complete name of person duly authorized to sign the Tender]

**Title of the person signing the Tender:** ..... [insert complete title of the person signing the Tender]

**Signature of the person named above:** .....[insert signature of person whose name and capacity are shown

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

**APPENDIX TO FORM OF TENDER**  
**(This Appendix forms part of the Tender)**

CONDITIONS OF CONTRACT	CLAUSE	AMOUNT
Tender Securing Declaration Form		N/A
Amount of Performance Security (Unconditional Bank Guarantee)	53.3	5% per cent of Contract Price in the form of Unconditional Bank Guarantee
Service Schedule/Programme to be submitted	17	Not later than fourteen (14) days after issuance of Order to Commence.
Weekly, Monthly and Yearly Cash flow estimate to be submitted	17	Not later than fourteen (14) days after issuance of Order to Commence
Minimum amount of Third-Party Insurance	35.1	0.3 % of the Contract Price
Period for commencement, from Engineer's order to commence	10.1	Within 14 days
Time for completion	39.1	36 months PBC, 36 Months on Repair and Improvement Services
Advance Payment	45.1	No Advance Payment
Amount of liquidated damages	39.4	0.05 % of the contract price per day.
Limit of liquidated damages	41.2	5% of Contract price
Defects Liability period (DLP)	41.2	3 Months on Repair and Improvement Services
Percentage of Retention	51.1	5% of Interim Payment Certificate on Improvement services.
Limit of Retention Money	51.1	5% of Contract Price
Period of Contract Validity	39.1	36 months (Without EOT or Issuance of DLP)
Damages for not attending to Repairs, Servicing and Maintenance to the Drilling Rig fleet after 48 hours of the recommended and agreed time schedule	43.1	Kshs. 50, 000 per week
Minimum amount of interim payment certificates	49	Kshs. 2,500,000.0
Time within which payment to be made after Interim Payment Certificate signed by Engineer	49.2	Within 90 (ninety) days
Time within which payment to be made after Final Payment Certificate signed by Engineer	49.2	Within 90 (ninety) days
Appointer of Adjudicator	6.1.2	The Chartered Institute of Arbitrators -Kenya.
Notice to Employer and Engineer	5.1	The Employers address is:  <b>CHIEF OFFICER WATER &amp; NATURAL RESOURCES, COUNTY GOVERNMENT OF BUNGOMA P.O BOX 437 - 50200 BUNGOMA</b> The Engineer's address is: <b>CHIEF OFFICER, WATER &amp; NATURAL RESOURCES, COUNTY GOVERNMENT OF BUNGOMA P.O BOX 634 - 50200 BUNGOMA</b>

Sign: .....Date.....

## 2. TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

**a) Instruction to Tenderer**

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

**a) Tenderer's details**

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of state which stock exchange	

**General and Specific Details**

**b) Sole Proprietor**, provide the following details.

Name in full \_\_\_\_\_ Age \_\_\_\_\_

Nationality \_\_\_\_\_ Country of Origin \_\_\_\_\_

Citizenship \_\_\_\_\_

**c) Partnership**, provide the following details

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

**d) Registered Company, provide the following details.**

i) Private or public Company \_\_\_\_\_

ii) State the nominal and issued capital of the Company: -

Nominal Kenya Shillings (Equivalent) \_\_\_\_\_

Issued Kenya Shillings (Equivalent) \_\_\_\_\_

iii) Give details of Directors as follows.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

**(e) DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.**

i) Are there any person/persons in.....(*Name of Procuring Entity*) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	<b>Names of Person</b>	<b>Designation in the Procuring Entity</b>	<b>Interest or Relationship with Tenderer</b>
1			
2			
3			

**ii) Conflict of interest disclosure**

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

**f) Certification**

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

### 3. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the \_\_\_\_\_  
\_\_\_\_\_ [Name of Procuring  
Entity] for: \_\_\_\_\_ [Name and number of  
tender] in response to the request for tenders made by: \_\_\_\_\_ [Name of Tenderer]  
do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) Has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*[Name, title and signature of authorized agent of Tenderer and Date]*

#### 4. SELF-DECLARATION FORMS

##### A) FORM SD 1

### **SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I, ..... of Post Office Box.....being a resident of.....in the Republic of.....do hereby make a statement as follows: -

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of ..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.** ..... for.....(*insert tender title/description*) for..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....  
(Title) (Signature) (Date)

Bidder Official Stamp

**B) FORM SD2**

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....  
..... (*insert name of the Company*) who is a Bidder in respect of **Tender**  
**No.**..... for ..... (*insert tender title/description*) for ..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
  
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (*insert name of the Procuring entity*) which is the procuring entity.
  
3. THAT the aforesaid Bidder, its servants and/or agents/subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*name of the procuring entity*).
  
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
  
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....  
(Title) (Signature) (Date)

**Bidder's Official Stamp**

**C) DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

I..... (person) on behalf of (*Name of the Business/Company/Firm*) .....declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

**b) (Company Seal/ Rubber Stamp where applicable)**

Witness

Name.....

Sign.....

Date.....

...

## 5. APPENDIX 1-FRAUD AND CORRUPTION

### 1. Purpose

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

### 2. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
  - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
  - a) Shall not take part in the procurement proceedings;
  - b) Shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
  - c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontract or appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
  - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) “obstructive practice” is:
    - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- (b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

- c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

<sup>1</sup>For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup>Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## 6. TENDERER INFORMATION FORM

*[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: [insert date (as day, month and year) of Tender submission].

ITT No.: \_\_\_\_\_ *[insert number of Tendering process]*

Alternative No.: \_\_\_\_\_ *[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. <input type="checkbox"/> A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the the Kenya Revenue Authority in accordance with ITT 4.14. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity</li></ul>
8. Included are the organizational chart and a list of Board of Directors.

## 7. OTHER FORMS

### A) TENDERER'S JV MEMBERS INFORMATION FORM

*[The Tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture]].*

Date..... *[insert date (as day, month and year) of Tender submission]*

ITT No.: ..... *[insert number of Tendering process]*

Alternative No.: ..... *[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.
8. Included are the organizational chart and a list of Board of Directors.

**B) FORM OF TENDER SECURITY-[Option 1-Demand Bank Guarantee]**

**Beneficiary:** \_\_\_\_\_

**Request for Tenders No:**

\_\_\_\_\_

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

**TENDER GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

1. We have been informed that \_\_\_\_\_ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_\_ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
  - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
  - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

\_\_\_\_\_  
[signature(s)]

c) *Note: All italicized text is for use in preparing this form and shall be deleted from the final product.*

**C) FORMAT OF TENDER SECURITY [Option 2-Insurance Guarantee]**

**TENDER GUARANTEE No.:** \_\_\_\_\_

1. Whereas ..... [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated ..... [*Date of submission of tender*] for the ..... [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of \_\_\_under Request for Tenders No.\_\_\_\_ (‘‘the ITT’’).

2. KNOW ALL PEOPLE by these presents that WE ..... of ..... [**Name of Insurance Company**] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_ day of \_\_\_\_\_ 20 \_\_.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:

- a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
- b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Signature of the Guarantor]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Seal]

d)

e) *Note: All italicized text is for use in preparing this form and shall be deleted from the final product.*

**D) FORM OF TENDER - SECURING DECLARATION**

*[The Tenderer shall fill in this Form in accordance with the instructions indicated.]*

Date:.....[date (as day, month and year)]

ITT No.:.....[number of Tendering process]

Alternative No.:.....[insert identification No if this is a Tender for an alternative]

To:.....[complete name of Procuring Entity]

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering or submitting proposals in any contract with the Procuring Entity for the period of time of [number of months or years] starting on [date], if we are in breach of our obligation(s) under the Tender conditions, because we:

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Name of the Tenderer\* \_\_\_\_\_

\_\_\_\_\_ Name of the person duly authorized to sign the Tender on behalf of the Tenderer\*\* \_\_\_\_\_

\_\_\_\_\_ Title of the person signing the Tender \_\_\_\_\_

\_\_\_\_\_ Signature of the person named above \_\_\_\_\_

\_\_\_\_\_ Date signed \_\_\_\_\_ day of \_\_\_\_\_.

\*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

\*\* : Person signing the Tender shall have the power of attorney given by the Tenderer attached to the Tender

*[Note: In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members to the Joint Venture that submits the Tender.]*

## 8. QUALIFICATION FORMS

### A) FOREIGN TENDERERS 40% RULE

Pursuant to ITT 3.9, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			

**B) FORM EQU: EQUIPMENT**

The Tenderer 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 Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

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

**C) FORM PER-1 Tenderer's/Contractor's Representative and Key Personnel Schedule**

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**f) Tenderer's/Contractor' Representative and Key Personnel.**

1.	<b>Title of position:</b> Contractor's Representative	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	<b>Title of position:</b> [ _____ ]	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	<b>Title of position:</b> [ _____ ]	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	<b>Title of position:</b> [ _____ ]	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	<b>Title of position:</b> <i>[insert title]</i>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment: for this position:</b>	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

**D) FORM PER - 2:**

Resume and Declaration - Contractor's Representative and Key Personnel.  
 Name of Tenderer \_\_\_\_\_

Position [#1]: [title of position from Form PER-1]		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Academic qualifications:	
	Language proficiency: [language and levels of speaking, reading and writing skills] Language proficiency: [language and levels of speaking, reading and writing skills]	
Details	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<b>Project</b>	<b>Role</b>	<b>Duration of involvement</b>	<b>Relevant experience</b>
[main project details]	[role and responsibilities on the project]	[time in role]	[describe the experience relevant to this position]

## Declaration

I, the undersigned..... *[insert either “Contractor's Representative” or “Key Personnel” as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

<b>Commitment</b>	<b>Details</b>
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- g) be taken into consideration during Tender evaluation;
- h) result in my disqualification from participating in the Tender;
- i) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: \_\_\_\_\_ *[insert name]*

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Tenderer:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

## 9. TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION

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

### FORM EL I -1.1 Tenderer

#### Information Form

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

ITT No. and title: \_\_\_\_\_

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6, documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Tenderer is not under the supervision of the Procuring Entity</li></ul>
2. Included are the organizational chart and a list of Board of Directors.

## 10. FORM ELI - 1.2

### Tenderer's JV Information Form

*(to be completed for each member of Tenderer's JV)*

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

ITT No. and title: \_\_\_\_\_

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.
2. Included are the organizational chart and a list of Board of Directors.

## 11. FORM CON -2

Historical Contract Non-Performance, Pending Litigation and Litigation

History. Tenderer's Name: \_\_\_\_\_

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

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January [ <i>insert year</i> ] specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January [ <i>insert year</i> ] specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
[ <i>insert year</i> ]	[ <i>insert amount and percentage</i> ]	Contract Identification: [ <i>indicate complete contract name/ number, and any other identification</i> ] Name of Procuring Entity: [ <i>insert full name</i> ] Address of Procuring Entity: [ <i>insert street/city/country</i> ] Reason(s) for nonperformance: [ <i>indicate main reason(s)</i> ]	[ <i>insert amount</i> ]
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.			
<input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage	Contract Identification	Total Contract Amount (currency), Kenya Shilling

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
	<b>of Net Worth</b>		<b>Equivalent (exchange rate)</b>
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

## 12. FORM FIN –3.1:

### Financial Situation and Performance

Tenderer's Name: \_\_\_\_\_

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

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

#### 6.4.1. Financial Data

Type of Financial information in _____ (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	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					

\*Refer to ITT 15 for the exchange rate

## 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 (Kenya Shilling equivalent)
1		
2		
3		

## Financial documents

The Tenderer and its parties shall provide copies of financial statements for \_\_\_\_\_ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- a) reflect the financial situation of the Tenderer or in case of JV member, 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 financial statements<sup>2</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

<sup>2</sup>If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

### 13. FORM FIN –3.2:

#### Average Annual Construction Turnover

Tenderer's Name: \_\_\_\_\_

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

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

\* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

## 14. FORM FIN -3.3:

### Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contractor contracts as specified in Section III, Evaluation and Qualification Criteria.

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1		
2		
3		

## 15. FORM FIN -3.4:

### Current Contract Commitments / Works in Progress

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

No.	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month]
1					
2					
3					
4					
5					

## 16. FORM EXP - 4.1

### General Relevant Work Experience

Tenderer's Name: \_\_\_\_\_

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

JV Member's Name: \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

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

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	

## 17. FORM EXP - 4.2 (a)

### Specific Work and Management Experience

Tenderer's Name: \_\_\_\_\_

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

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				<b>Kenya Shilling</b>
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:				
1. Amount				
2. Physical size of required works items				
3. Complexity				
4. Methods/Technology				
5. Construction rate for key activities				
6. Other Characteristics				

**18. FORMEXP- 4.2 (b)**

**Work Experience in Key Activities**

Tenderer's Name: \_\_\_\_\_ Date: \_\_\_\_\_ Tenderer's JV Member 1

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

**1. Key Activity No One:**

<b>Information</b>				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount		<b>Kenya Shilling</b>		
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				

2 Activity No. Two

3. ....

<sup>3</sup>If applicable

**19.**

**20. FORM OF WRITTEN POWER OF ATTORNEY**

The Tenderer shall state here below the name(s) and address of his representative(s) who is/are authorized to receive on his behalf correspondence in connection with the Tenderer.

.....

(Name of Tenderer's Representative in block letters)

.....

(Address of Tenderer's Representative)

.....

(Signature of Tenderer's Representative)

*Alternate:*

.....

(Name of Tenderer's Representative in block letters)

.....

(Address of Tenderer's Representative)

.....

(Signature of Tenderer's Representative)

*\*To be filled by all Tenderers.*

**21. CERTIFICATE OF TENDERER’S VISIT TO SITE**

This is to certify that

[Name/s].....

.....

Being the authorized representative/Agent of [Name of Tenderer]

.....

.....

Participated in the organized inspection visit of the site of the services for the

**FRAMEWORK PROVISION AGREEMENT FOR REPAIRS, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR COUNTY GOVERNMENT OF BUNGOMA**

held on

..... Day of.....20.....

Signed.....

(Employer’s Representative)

.....

(Name of Employer’s Representative)

.....

(Designation)

**NOTE: This form is to be completed at the time of the organized site visit if applicable**

## **22. WORK PROGRAMME AND METHOD STATEMENT**

### **1. SCHEDULE 12-A: Program of services method Statements**

To demonstrate a clear understanding of the requirements of the Contract, tenderers shall provide the following:

- a) A bar/Gantt chart sub-divided into sections for each equipment showing the major activities to be carried out for Maintenance Services, Rehabilitation and repair Services and Modification or Improvement Services, if any. The activities shall be shown against time, with linkages shown between related/sequential activities as far as possible and appropriate.
- b) A bar chart or schedule showing the usage of major plant, including those listed in Schedule 5 (Service provider's Equipment).
- c) Proposal on material testing and measurement
- d) Proposal on work safety management
- e) Environmental and social management

### **2. SCHEDULE 12-B: Projected Cash Flow**

- i. Tenderers shall tabulate below estimates, based on their preliminary work programme, of:
  - a) On the expenditure side, the value of the work which will be carried out;
  - b) On the revenue side, the net payments to which they will become entitled with due allowance for the advance payment and repayment, materials prepayments, and retention money, but excluding price adjustments for rise and fall and provisional sums for emergency services.
  - c) The projected net cash flow during the contract period.
- ii. The prospective successful tenderer may be required to submit full details to substantiate his estimates.

### **3. SCHEDULE 12-C: Site Organization**

Tenderers shall give below full particulars of the organization they propose to establish, direct, and administer the performance of the Contract. In particular, tenderers shall indicate the location of site camps, service shops or garages, stockyard location/original spare part shops and the resources they intend to allocate to Self-Control Units for planning and monitoring purposes. The Tenderer should provide:

- ✓ SITE/SERVICESHOP ORGANIZATION CHART
- ✓ NARRATIVE DESCRIPTION OF SITE/SERVICESHOP ORGANISATION CHART

### **4. SCHEDULE 12-D: Subservice provider/Partners**

Tenderers shall list below those parts of the Services and Services which they propose to subcontract if any, and state the approximate value of those parts and the names and addresses of the proposed subservice providers, if those are known at tendering stage. Tenderers shall also list other business partners involved in the execution of the contract and their respective roles and responsibilities.

- ✓ Part of Services / Services:
- ✓ Approximate value:
- ✓ Name and address of proposed subservice provider / partner:

**SECTION V: TECHNICAL EVALUATION CRITERIA**

### **A) TECHNICAL EVALUATION CRITERIA**

This Section shall apply to qualified tenderers from Qualification Criteria 6.3-“A” and 6.3-“B” above. It contains all the factors, methods and criteria that the Employer shall use for the technical evaluation. The information to be provided in relation to each factor and the definitions of the corresponding terms are included in the respective Application Forms (Schedules).

The Technical Evaluation Committee shall examine tender documents and score them based on their validity, accuracy and quality. Where the tenderer fails to submit the mandatory requirement, the tenderer shall be disqualified.

#### **Qualification of premises prior to selection**

Multiple adequate garages spread in various geographical locations within Kenya will be an added advantage. A site inspection/ CGB shall inspect the bidder’s premises to verify the information provided in this RFP as well as assess the suitability of the Bidder’s facilities.as part of due diligence.

Tenderers who provide all mandatory requirements and specified percentage score in technical evaluation and above shall proceed to the financial evaluation.

## 1. Technical Proposal

The tenderer's Technical Proposal shall be as outlined in the following tables

Bidders who meet all technical requirements and **score 70%** and above in technical evaluation shall proceed to the financial evaluation

Bidders who meet all technical requirements and **score 70%** and above in technical evaluation shall proceed to the financial evaluation

ITEM		DESCRIPTION	Maximum score	POINT SCORE SCALE	REMARKS
<b>1</b>		<b>FINANCIAL CAPACITY</b>	<b>22</b>		
	a	Provide Certified, signed and stamped Financial Audited Accounts and balance sheet for the last 2 years to demonstrate financial position and availability of working capital net-worth. (certified by a reputable audit firm and must provide contact information of the audit firm) 1 <sup>st</sup> year – 2020/2021 2 <sup>nd</sup> year – 2021/2022 Unaudited accounts		2 2 0	
	b	Provide Certified, signed and stamped bank statement from a reputable bank for the last 6 months (Contact information to be availed).		3	
	c	Certified line of credit from a reputable bank.		3	
	d	Profitability Margin			
		A margin above 30%		6	
		10-29 %		4	
		<10% but >1%		2	
		< 1%		0	
	e	Liquidity Ratio			
		2:1		6	
		1:1		3	
		< than 1:1		0	
<b>2</b>		<b>EXPERIENCE/PREVIOUS CONTRACTS RECORDS</b>	<b>15</b>		
	a	Years of active business • 5 or more years: 5 marks • Others prorated at: $\frac{\text{Number of years} \times 5}{5}$		N/A	
	b	Provide a list of at least 5 Major clients where the firm has provided specific/similar services i.e. PBC services/services in the last 5 years with 5 or more contracts each with a value of more than <b>Kshs. 10,000,000</b> Evidenced by LPO/LSO/contract • 5 or more clients: 10 marks • Others prorated at: $\frac{\text{Number of Clients} \times 10}{5}$		0-10	
	c	Must have experience of at least five (5) years of repair and maintenance of drilling rig or similar equipment ( <i>Tenderers to provide a list of firms and their contact details together with completion certificates for which services has been executed for the last five (5) years in their company's letterhead duly signed</i> )		0-5	

**PROVISION OF REPAIR, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR THE COUNTY GOVERNMENT OF BUNGOMA**

ITEM	DESCRIPTION	Maximum score	POINT SCORE SCALE	REMARKS
	<ul style="list-style-type: none"> <li>5 or more years of experience: 5 marks</li> <li>Others prorated at: <math>\frac{\text{Number of Years}}{5} \times 5</math></li> </ul>			
<b>3</b>	<b>KEY PERSONNEL</b>	<b>16</b>		
a	<b>Team Leader</b>			
	Qualification: Minimum Diploma in Mechanical Engineering (Attach Certificates and CVs)		0-2	
	i. BSc/B.Eng. Mechanical Engineering( <b>2marks</b> )			
	ii. HND in Mechanical Engineering ( <b>2 marks</b> )			
	iii. Diploma in Mechanical Engineering( <b>1mark</b> )			
	General Experience for the personnel above: Min 1 year Other = (No. of Yrs./1) x 1		0-1	
	Specific Experience for the personnel above: Min 2years Other = (No. Of Yrs./2) x 2		0-2	
b	<b>Mechanic</b>			
	Qualification: Minimum Grade II Certificate in Mechanics (Attach Certificates and CVs)		0-2	
	i. Diploma in Mechanical Engineering( <b>2marks</b> )			
	ii. Grade II Certificate in Mechanics ( <b>1mark</b> )			
	General Experience for the personnel above: Min 1 year Other = (No. of Yrs./1) x 1		0-1	
	Specific Experience for the personnel above: Min 2years Other = (No. Of Yrs./2) x 2		0-2	
c	<b>Other Staff</b>			
	Capacity: At least 3 Qualified personnel with minimum qualifications of Grade II Certificate in mechanics or Motor Vehicle technicians certificate from a recognized Training Institution. (Attach relevant certificates & CVs to support)		0-3	
	<ul style="list-style-type: none"> <li>3 or more qualified technicians: Total of 9 Marks</li> <li>Others prorated at: <math>\frac{\text{No. of Technicians} \times 3}{3}</math></li> </ul>			
	Specific Experience: Technical staff mentioned above with at least 3 years' experience in motor vehicle repairs/service and who are certified and trained in the maintenance of Drilling rigs, cranes, forklifts and other equivalent machineries		0-3	
	<ul style="list-style-type: none"> <li>5 years or more experience: Total of 3Marks</li> <li>Others prorated at: <math>\frac{\text{No. of staff with at least 3years experience} \times 3}{3}</math></li> </ul>			
<b>4</b>	<b>SECURITY</b>	<b>4</b>		
a	Whether serveshop premises are covered by security CCTV Cameras;		0-1	
	1 Mark if available			
b	Is (are) the organization premises boundary walls fitted with a security Razor Wire to deter intruders? With evidence -1Marks		0-1	
	Without documentary evidence but indicates –			

**PROVISION OF REPAIR, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR THE COUNTY GOVERNMENT OF BUNGOMA**

ITEM		DESCRIPTION	Maximum score	POINT SCORE SCALE	REMARKS
		1mark No details-0marks			
	c	Are all entrances to the premises fitted with security locks on doors? In case of other type of lock, please specify With evidence -1 Marks Without documentary evidence but indicates – 1mark No details-0marks		0-1	<b>Provide evidence through pictorials /other docs and statement</b>
	d	Are the organization premises fitted with an Intruder alarm(s)? And is the alarm monitored by an external security company? What back-up security measures exists (if any?) Provide documentary evidence from service provider With evidence -1 Marks Without documentary evidence but indicates – 1mark No details-0marks		0-1	
<b>5</b>		<b>INSURANCE</b>	<b>4</b>		
	a	Provide a copy of a valid insurance policy held for premises for: 4) Theft- 1marks; 5) Fire- 1marks; 6) Workman’s compensation- 1marks; 4) Damage to Equipment or Vehicles- 1marks;		1 1 1 1	<b>Provide documentary evidence</b>
<b>6</b>		<b>TOOLS &amp; EQUIPMENT</b> <b>Provide list of tools/equipment with proof of ownership (Tenderers shall provide physical address of repair service shops in company’s letter head duly signed. CGB shall inspect the service shops listed by the tenderer to verify the actual capability to perform the required services and ensure protection for the CGB assets.)</b>	<b>10</b>		
	a	Is your serveshop equipped with Pneumatic Hoists/Hydraulic Hoists/Engine lifting equipment, Ramp(s) or inspection pit? Provide documentary evidence with proof of ownership With evidence - 2Marks Without documentary evidence but indicates – 1mark		0-2	

**PROVISION OF REPAIR, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR THE COUNTY GOVERNMENT OF BUNGOMA**

ITEM	DESCRIPTION	Maximum score	POINT SCORE SCALE	REMARKS
	No details-0marks			
b	<p>Is your serviceshop equipped with an automotive technical trouble shooting tools? i.e. diagnostic machine(s)? Provide documentary evidence with proof of ownership                      With evidence -1Marks</p> <p>Without documentary evidence but indicates – 1mark</p> <p>No details-0marks</p>		0-1	
c	<p>Does your serviceshop have safety jacks for use while working under vehicles? Provide documentary evidence with proof of ownership                      With evidence -1 Marks</p> <p>Without documentary evidence but indicates – 1mark</p> <p>No details-0marks</p>		0-1	
d	<p>Does your serviceshop have a spray painting booth(s) which is/are certified and with auditable inspection records? Provide documentary evidence with proof of ownership and inspection records                      With evidence -1 Marks</p> <p>Without documentary evidence but indicates – 1mark</p> <p>No details-0marks</p>		0-1	
e	<p>Is your service shop equipped with an electronic wheel alignment gauge(s)? Provide documentary evidence with proof of ownership                      With evidence -1 Marks</p> <p>Without documentary evidence but indicates – 1mark</p> <p>No details-0marks</p>		0-1	
f	<p>Is your serviceshop equipped with a wheel balancing machine(s) Provide documentary evidence with proof of ownership?                      With evidence -2 Marks</p> <p>Without documentary evidence but indicates – 1mark</p> <p>No details-0marks</p>		0-2	
g	<p>Is your serviceshop equipped with a welding machine(s) and has adequate storage facilities for spare parts? Provide documentary evidence with proof of ownership                      With evidence -2 Marks</p>		0-2	

**PROVISION OF REPAIR, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR THE COUNTY GOVERNMENT OF BUNGOMA**

ITEM		DESCRIPTION	Maximum score	POINT SCORE SCALE	REMARKS
		Without documentary evidence but indicates – 1mark  No details-0marks			
<b>7</b>		<b>SITE MANAGEMENT/LOCATION</b>	<b>6</b>		
	a	<b>Location of the Office &amp; garage, Serviceshop, Stockyard and original spare parts sales/ dealership/facilities</b>  Radius Distance (Km) of the garage/premises from any of the Branches and Current center (Bungoma Town CBD). Attachment of map and photo is preferable.  0.5<100km – 6 marks 100<300km-4 mark Above 300km- 2marks		0-6	
<b>8</b>		<b>WORK METHODOLOGY</b> <b>Methodology should capture and ensure that Spare parts for minor service must be locally available within 24hrs, those of breakdown service within 14 working days and Repairs involving replacement of parts shall not exceed two (2) days. Repairs involving Engine services shall not exceed seven (7) days &amp; Repairs involving body services shall not exceed five (5) days upon receipt of LPO to CGB operation site and or approval of the Invoice. Submission of both requirements is preferable. At least the description on how to dispatch the crew for routine maintenance and emergency services is needed</b>	<b>18</b>		
	a	Signed and stamped service schedule/work programme Gantt chart of general repairs, service and maintenance with cash flow estimate at every stage( <b>8marks</b> )		0-8	
	b	Proposals on work scheduling including the response time( <b>5marks</b> )		0-5	
	c	Detailed method statement on how to carry out the intended services( <b>5marks</b> )		0-5	
<b>9</b>		<b>OTHER REQUIREMENTS</b> <b>The tenderer shall provide the following as work methodology</b>	<b>5</b>		
	a	Proposals on site management control, workers' safety & accident prevention( <b>5marks</b> )		0-5	
		<b>TOTAL</b>	<b>100</b>		

**Note: \*\*The pass mark shall be 70%**

- Profitability Margin =  $\frac{\text{EBIT}}{\text{Gross Revenue/ Sales}}$
- Current Ratio =  $\frac{\text{Current Assets}}{\text{Current Liabilities}}$

Current Liabilities

**EBIT** =Earnings before Interest and Taxes

**2. Financial Evaluation (Price)**

Tenderers should note that only tenders that **score 70% and above** on the Technical Evaluation will qualify to have their financial bids evaluated. Those scoring below 70% will not be evaluated further and will be disqualified.

**3. Recommendation of award**

For all the **Make/Model** of the rigs or vehicles, **one** lowest evaluated garage will be recommended for award of a two (2) year contract for the FRAMEWORK PROVISION AGREEMENT FOR REPAIRS, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR COUNTY GOVERNMENT OF BUNGOMA. Normal service/ spares will be procured from the service provider through **call -offs** when necessary.

***The County Government will verify information submitted. Any form of forgery or misinformation from the bidder shall lead to cancellation of the bid/award, institution of legal proceedings and blacklisting for all future County Government contracts.***

**Signature of Tenderer..... Date .....**

## **PART 2: Conditions of Contract and Standard Contract Forms**

### **1.1 SECTION VI: GENERAL CONDITIONS OF CONTRACT (GCC)**

		<b>A) <u>CONTRACT AND INTERPRETATION</u></b>
<b>1. Definitions</b>	<b>1.1</b>	<b>Bill of Quantities</b> means the priced and completed Bill of Quantities forming part of the Service provider's Bid.
		The <b>Certificate of Completion</b> is a document issued by the Engineer upon completion of Repair and Rehabilitation Services, Modification and Improvement Services and Emergency Services, or parts thereof, as applicable, in accordance with GCC 54.1
		The <b>Completion Date</b> is the date of completion of the Services and Services as certified by the Engineer, in accordance with Sub-Clause 10.2.
		The <b>Contract</b> is the Contract between the Employer and the Service provider to perform the services to be provided by the Service provider, and to execute, complete, and maintain the Services. It consists of the documents listed in Clause 3 below.
		The <b>Service provider</b> is a person or corporate body whose Tender to carry out the Works and Services has been accepted by the Employer
		The <b>Service provider's Tender</b> is the completed tendering document submitted by the Service provider to the Employer.
		The <b>Contract Price</b> is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
		<b>Days</b> are calendar days; <b>months</b> are calendar months.
		A <b>Defect</b> is any part of the Services and Services not completed in accordance with the Contract.
		The <b>Defects Liability Certificate</b> is the certificate issued by Engineer upon correction of defects by the Service provider.
		The <b>Defects Liability Period</b> is the period specified in the Contract and is applicable for Rehabilitation

		and repair Services and Modification and Improvement Services, with exclusions identified in the PARTICULAR CONDITION OF CONTRACT, if any.
		<b>Dispute Review Board (DRB)</b> is a board of three members selected and act in accordance with rules and procedures defined in the Contract to seek to resolve any dispute of any kind that may arise between the Employer and the Service provider in connection with or arising out of the Contract, as provided for in Clause 6 hereunder.
		<b>Dispute Review Expert (DRE)</b> is one expert selected and acting in accordance with rules and procedures defined in the Contract to seek to resolve any dispute of any kind that may arise between the Employer and the Service provider in connection with or arising out of the contract, as provided for in Clause 6 hereunder.
		<b>Drawings</b> include calculations and other information provided by the Service provider for the execution of the Contract.
		<b>Emergency Services</b> is a set of necessary and sufficient activities to reinstate the drilling Rig and reconstruct its structure or part damaged as a result of natural phenomena with imponderable consequences, such as strong storms, flooding and earthquakes. The need for execution of Emergency Services is jointly identified by the Employer and the Service provider and for starting of execution of Emergency Services the Employer shall issue a Work Order.
		The <b>Employer</b> is the party who employs the Service provider to carry out the Services and Services
		<b>Equipment</b> is the Service provider's machinery and vehicles brought temporarily to the Site to construct the Services and to carry out the Services.
		<b>Modification/Improvement Services</b> consists of a set of interventions that add new characteristics to the Drilling Rig's fleet in response to existing or new drilling technology/techniques, safety or other conditions, as defined in the Specifications.

		<p><b>Drilling Rig</b> refers to an integrated system that drills wells, such as oil or water wells, in the earth's subsurface for which the services and services are contracted under the contract</p> <p><b>Drilling Rig Fleet</b> refers to a number of rigs inclusive of support vehicles or aircraft operating together or under the same ownership for which the services and services are contracted under the contract</p> <p><b>Repair and Rehabilitation Services</b> are specific and clearly defined civil and mechanical services the Service provider is required to carry out under the conditions of the Contract, as defined in the Specifications. Repair and Rehabilitation Services quantities were estimated by the Service provider to achieve the performance standards defined by the Service Levels and offered at a Lump-Sum price.</p>
		<p>The <b>Intended Completion Date</b> is the date on which it is intended that the Service provider shall complete the Services and Services. The Intended Completion Date is specified in the Particular Conditions (PARTICULAR CONDITION OF CONTRACT). The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.</p>
		<p><b>Materials</b> are all supplies, including consumables, used by the Service provider for incorporation in the Services and for provision of Services.</p>
		<p>The Engineer is appointed by the Employer to be responsible for the overall administration of the Contract on behalf of the Employer, and the supervision of services and services to be performed there under. The Engineer may delegate through a written instrument some of his functions to any other competent person, retaining however the overall responsibility for the actions of that person. The Engineer may not delegate the overall administrative control of the Contract.</p>
		<p><b>Rig</b> means the Drilling rig or a fleet of rigs and other support vehicles for which the Services and Services are contracted under the Contract.</p>

		The <b>Rig Management Office</b> is the location indicated by the Service provider from which the Rig Manager operates, and where the Service provider shall receive notifications.
		The <b>Rig Manager</b> is a person appointed by the Service provider who is in charge of managing all activities of the Service provider under the Contract. He is also the Service provider’s Representative for the purposes of this contract
		<b>Services</b> means all interventions on the Rig under the Contract and all activities related to the management and evaluation of the Rig which shall be carried out by the Service provider in order to achieve and keep the Rig Performance Standards as defined by the Service Levels, and to receive full payment of the monthly fee under the contract
		<b>Service Levels</b> are the minimum performance standards for the level of quality of conditions of the Rig defined in the Specifications which the Service provider shall comply with.
		<p><b>Site Investigation Reports</b> are those that were included in the tendering documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.</p> <p><b>Vehicle Inspection Reports</b> are those documents that are factual and interpretative reports about the outside and inside conditions of the Rig(s). They may constitute emissions inspections, waiver, failure and repair report, diagnostics, vehicle test results, vehicle description information, and certification of inspection.</p>
		The <b>Start Date</b> is the date when the Service provider has started the physical execution of the Services and Services on the site. It does not necessarily coincide with any of the Site Possession Dates.
		A <b>Subservice provider</b> is a person or corporate body who has a contractual agreement with the Service provider to carry out certain activities related to the services to be provided under the

		contract, which may include work on the Site.
		<b>Specifications</b> means the Specifications of the Services and Services included in the Contract and any modification or addition made or approved by the Engineer.
		A <b>Variation</b> is an instruction given by the Engineer which varies the Services or Services.
		The <b>Services</b> are what the Contract requires the Service provider to construct, install, and turn over to the Employer, as covered under Repair and Rehabilitation Services, Modification and Improvement Services and Emergency Services.
		<b>Work Order</b> is an order issued by the Engineer to the Service provider authorizing the execution of Modification and Improvement Services and Emergency Services, as provided for in Clause 27 hereunder.

<p><b>2. Interpretation</b></p>	<p><b>2.1</b></p>	<p>In interpreting these General Conditions of Contract (GCC), singular also means plural, male also means female or neuter, and vice versa. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these General Conditions of Contract (GCC).</p>
<p><b>3. Documents Forming the Contract</b></p>	<p><b>3.1</b></p>	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. Agreement</li> <li>2. Letter of Acceptance</li> <li>3. Service provider's Bid</li> <li>4. Conditions of Contract</li> <li>5. Specifications</li> <li>6. Drawings</li> <li>7. Bills of Quantities.</li> </ol> <p>If any ambiguity or discrepancy is found in the documents the Engineer will provide instructions clarifying the position.</p>
<p><b>4. Language and Law</b></p>	<p><b>4.1</b></p>	<p>The language of the Contract shall be English. The law of the Contract is that of the Republic of Kenya.</p>
<p><b>5. Notices</b></p>	<p><b>5.1</b></p>	<p>Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, fax or E-mail to the address of the relevant party set out in the PARTICULAR CONDITION OF CONTRACT, with the following provisions:</p> <p><b>5.1.1</b> Any notice sent by fax or E-mail shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.</p> <p><b>5.1.2</b> Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10)</p>

		<p>days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.</p> <p><b>5.1.3</b> Any notice delivered personally or sent by fax or E-mail shall be deemed to have been delivered on date of its dispatch.</p> <p><b>5.1.4</b> Either party may change its postal, fax or E-mail address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.</p>
	<b>5.2</b>	<p>Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.</p>
	<b>5.3</b>	<p>The Service provider shall provide at its own cost, and maintain in operation permanently during the duration of the Contract, such communications equipment which ensures that both written (fax or E-mail) and oral (voice) communications can be established at all times</p> <p>(a) between the Rig Manager and his senior field staff;</p> <p>(b) between the Engineer and the Rig Manager;</p> <p>(c) between the public telephone system and the Rig Manager;</p> <p>(d) The equipment to be provided and maintained includes the equipment located at the Engineer's office.</p>
	<b>5.4</b>	<p>At the Start Date of the Contract, the Service provider must communicate to the Employer the address of his office, including the postal, fax and E-mail address, which for the purposes of this contract is called the Rig Management Office, where Notices will be addressed to. The Employer may require that the physical location of the Rig Management Office is within the close geographical area of the Rig. If the Service provider fails to communicate the address of his Rig Management Office, and the Employer is otherwise unable to locate the Rig Manager, all notifications to the Service provider shall be valid if they are deposited at a designated</p>

		location within the office of the Engineer, and if a copy is sent to the Service provider’s legal address.
<b>Start Date and Completion</b>	<b>5.5</b>	The Start Date shall be not later than 30 days after the issuance of the Letter of Acceptance. The Service provider shall attain the required Service Levels within the time specified in the Timetable in the Specifications. The Contract will be completed after the number of months specified in the Timetable has elapsed
<b>6. Settlement of Disputes (Alternative when using a Dispute Review Board)</b>	<b>6.1</b>	<p>Dispute Review Board</p> <p><b>6.1.1</b> If any dispute of any kind whatsoever shall arise between the Employer and the Service provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Services and Services—whether during the progress of the execution or after completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the matter in dispute shall, in the first place, be referred in writing by either party to the Disputes Review Board (‘the Board’), with a copy to the other party.</p>
		<b>6.1.2</b> The Board shall be established when each of the three Board Members has signed a Board Member’s Declaration of Acceptance as required by the DRB’s Rules and Procedures (which, along with the Declaration of Acceptance form, are attached to the Contract). The Board shall comprise three Members experienced with the type of construction and services involved in the Contract and with the interpretation of contractual documents. One Member shall be selected by each of the Employer and the Service provider and approved by the other. If either of these Members is not so selected and approved within 28 days of the date of the Letter of Acceptance, then upon the request of either or both parties such Member shall be selected as soon as practicable by the Appointing Authority specified in the PARTICULAR CONDITION OF CONTRACT. The third Member shall be selected by the other two and

	<p>approved by the parties. If the two Members selected by or on behalf of the parties fail to select the third Member within 14 days after the later of their selections, or if within 14 days after the selection of the third Member, the parties fail to approve that Member, then upon the request of either or both parties such third Member shall be selected promptly by the same Appointing Authority specified in the PARTICULAR CONDITION OF CONTRACT who shall seek the approval of the proposed third Member by the parties before selection but, failing such approval, nevertheless shall select the third Member. The third Member shall serve as Chairman of the Board.</p>
	<p><b>6.1.3</b> In the event of death, disability, or resignation of any Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member shall fail or be unable to serve, the Chairman (or failing the action of the Chairman then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within 28 days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the Appointing Authority in the same manner as described above. Replacement shall be considered completed when the new Member signs the Board Member’s Declaration of Acceptance. Throughout any replacement process the Members not being replaced shall continue to serve and the Board shall continue to function and its activities shall have the same force and effect as if the vacancy had not occurred, provided, however, that the Board shall not conduct a hearing nor issue a Recommendation until the replacement is completed.</p>
	<p><b>6.1.4</b> Either the Employer or the Service provider may refer a dispute to the Board in accordance with the provisions of the DRB’s Rules and Procedures, attached to the Contract. The Recommendation of the Board shall be binding on both parties, who shall promptly give effect to it unless and until the same shall be revised, as hereinafter provided, in an arbitral award. Unless the Contract has already been repudiated or terminated, the Service provider</p>

		shall continue to proceed with the Services and Services in accordance with the Contract.
		<b>6.1.5</b> If either the Employer or the Service provider is dissatisfied with any Recommendation of the Board, or if the Board fails to issue its Recommendation within 56 days after receipt by the Chairman of the Board of the written Request for Recommendation, then either the Employer or the Service provider may, within 14 days after his receipt of the Recommendation, or within 14 days after the expiry of the said 56-day period, as the case may be, give notice to the other party of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause 6.3, no arbitration in respect thereof may be commenced unless such notice is given.
		<b>6.1.6</b> If the Board has issued a Recommendation to the Employer and the Service provider within the said 56 days and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Service provider within 14 days after the parties received such Recommendation from the Board, the Recommendation shall become final and binding upon the Employer and the Service provider.
		<b>6.1.7</b> Whether or not it has become final and binding upon the Employer and the Service provider, a Recommendation shall be admissible as evidence in any subsequent dispute resolution procedure, including any arbitration or litigation having any relation to the dispute to which the Recommendation relates.
		<b>6.1.8</b> All Recommendations that have become final and binding shall be implemented by the parties forthwith.
	<b>6.2</b>	Arbitration
		<b>6.2.1</b> If either the Employer or the Service provider is dissatisfied with the Board's decision, then either the Employer or the Service provider may, in accordance with Sub-Clause 6.1.5, give notice to the

		other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The arbitral tribunal shall have full power to open up, review, and revise any decision, opinion, instruction, determination, certificate, and any Recommendation(s) of the Board
		<b>6.2.2</b> Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub clause 6.2.1, shall be finally settled by arbitration. Neither party shall be limited in the proceedings before such arbitration tribunal to the evidence nor arguments put before the Board for the purpose of obtaining his Recommendation(s) pursuant to Sub-Clause 6.2.1. No Recommendation shall disqualify the Board from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute Arbitration may be commenced prior to or after completion of the Services and Services.
		<b>6.2.3</b> Arbitration proceedings shall be conducted in accordance with the rules of procedure designated in the PARTICULAR CONDITION OF CONTRACT.
	<b>6.3</b>	Where neither the Employer nor the Service provider has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause 6.1.5 and the related Recommendation has become final and binding, either party may, if the other party fails to comply with such Recommendation and without prejudice to any other right it may have, refer the failure to arbitration in accordance with Sub-Clause 6.2. The provisions of Sub-Clause 6.1 shall not apply to any such reference
	<b>6.4</b>	Notwithstanding any reference to the Board or Arbitration herein,  (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree  (b) the Employer shall pay the Service provider any

		monies due the Service provider
<b>Settlement of Disputes (Alternative when using a Dispute Review Expert)</b>	<b>6.1</b>	<p>Dispute Review Expert</p> <p><b>6.1.1</b> If any dispute of any kind whatsoever shall arise between the Employer and the Service provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Services and Services—whether during the progress of the execution or after completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the matter in dispute shall, in the first place, be referred in writing by either party to the Disputes Review Expert (‘DRE’), with a copy to the other party.</p>
		<p><b>6.1.2</b> The DRE shall take up his functions after having signed a DRE’s Declaration of Acceptance as required by the DRE’s Rules and Procedures (which, along with the Declaration of Acceptance form, are attached to the Contract). The DRE shall be a person experienced with the type of construction and services involved in the Contract and with the interpretation of contractual documents and shall be selected by agreement between the Employer and the Service provider. If the DRE is not selected within 28 days of the date of the Letter of Acceptance, then upon the request of either or both parties the DRE shall be selected as soon as practicable by the Appointing Authority specified in the PARTICULAR CONDITION OF CONTRACT.</p>
		<p><b>6.1.3</b> In the event of death, disability, or resignation of the DRE, the latter shall be replaced by agreement between the Employer and the Service provider. Any replacement made by the parties shall be completed within 28 days after the event giving rise to the need for a replacement, failing which the replacement shall be made by the same international appointing authority as above.</p>

		<p><b>6.1.4</b> Either the Employer or the Service provider may refer a dispute to the DRE in accordance with the provisions of the DRE’s Rules and Procedures, attached to the Contract. The Recommendation of the DRE shall be binding on both parties, who shall promptly give effect to it unless and until the same shall be revised, as hereinafter provided, in an arbitral award. Unless the Contract has already been repudiated or terminated, the Service provider shall continue to proceed with the Services and Services in accordance with the Contract.</p>
		<p><b>6.1.5</b> If either the Employer or the Service provider is dissatisfied with any Recommendation of the DRE, or if the DRE fails to issue his Recommendation within 56 days after he has received the written Request for Recommendation, then either the Employer or the Service provider may, within 14 days after his receipt of the Recommendation, or within 14 days after the expiry of the said 56-day period, as the case may be, give notice to the other party of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause 6.3, no arbitration in respect thereof may be commenced unless such notice is given.</p>
		<p><b>6.1.6</b> If the DRE has issued a Recommendation to the Employer and the Service provider within the said 56 days and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Service provider within 14 days after the parties received such Recommendation from the DRE, the Recommendation shall become final and binding upon the Employer and the Service provider.</p>
		<p><b>6.1.7</b> Whether or not it has become final and binding upon the Employer and the Service provider, a Recommendation shall be admissible as evidence in any subsequent dispute resolution procedure, including any arbitration or litigation having any relation to the dispute to which the Recommendation relates.</p>

		<b>6.1.8</b> All Recommendations that have become final and binding shall be implemented by the parties forthwith.
	<b>6.2</b>	Arbitration
		<b>6.2.1</b> If either the Employer or the Service provider is dissatisfied with the DRE’s decision, then either the Employer or the Service provider may, in accordance with Sub-Clause 6.1.5, give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The arbitral tribunal shall have full power to open up, review, and revise any decision, opinion, instruction, determination, certificate, and any Recommendation(s) of the DRE.
		<b>6.2.2</b> Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub clause 6.2.1, shall be finally settled by arbitration. Neither party shall be limited in the proceedings before such arbitration tribunal to the evidence nor arguments put before the DRE for the purpose of obtaining his Recommendation(s) pursuant to Sub-Clause 6.2.1. No Recommendation shall disqualify the DRE from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute Arbitration may be commenced prior to or after completion of the Services and Services.
		<b>6.2.3</b> Arbitration proceedings shall be conducted in accordance with the rules of procedure designated in the PARTICULAR CONDITION OF CONTRACT.
	<b>6.3</b>	Where neither the Employer nor the Service provider has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause 6.1.5 and the related Recommendation has become final and binding, either party may, if the other party fails to comply with such Recommendation and without prejudice to any other right it may have, refer the failure to arbitration in accordance with Sub-Clause 6.2. The provisions of Sub-Clause 6.1 shall not apply to any such reference

	<b>6.4</b>	Notwithstanding any reference to the DRE or Arbitration herein
		(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree (b) the Employer shall pay the Service provider any monies due the Service provider.
		<b>B) <u>ASSIGNMENT OF RESPONSIBILITIES</u></b>
<b>7. Scope of Works and Services</b>	<b>7.1</b>	Unless otherwise expressly limited in the Specifications, the service provider obligations cover the Design, the carrying out of all Services and the performance of all Services required for keeping the Drilling Rig in accordance with the Service Levels defined in the Specifications, while at the same time respecting the plans, procedures, specifications, drawings, codes, manuals and any other documents as identified in the Specifications. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labour, materials, equipment; Service provider's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage, except for those supplies, services and services that will be provided or performed by the Employer, if any, as set forth in the corresponding Specifications.
	<b>7.2</b>	The service provider shall, unless specifically excluded in the Contract, perform all such work, services and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining the Performance Standards (as specified in Clause 24 of GCC) as if such work, services and/or items and materials were expressly mentioned in the Contract.
	<b>7.3</b>	<b>REACTIVE MAINTENANCE</b>  To carry out effective maintenance services, service provider will maintain a site at a central location and service center at the central location as advised by the EMPLOYER. The site shall have at least two

		<p>(2) technicians on standby to attend to calls.</p> <p>Response times will depend on the nature and the urgency of services to be carried out as shown below:</p> <ul style="list-style-type: none"> <li>✓ PRIORITY: Urgent cases affecting safety of people and goods or special cases when given by the EMPLOYER.</li> <li>✓ URGENT: Dealer unable to dispense any product grade or service and any specific site as may be provided by the EMPLOYER</li> <li>✓ NORMAL: Other cases. Cases of breakdowns not stopping the drilling process and / or normal service delivery/operation.</li> </ul> <p><b>Breakdown calls</b></p> <p>This involves attendance during contracted hours, upon request by CGB or their agents, to carry out a repair of a defective or broken-down equipment. The request for repairs will be addressed to the service provider by Email, phone call, message or other agreed modes of communication.</p>
<p><b>8. Design Responsibility</b></p>	<p><b>8.1</b></p>	<p>The service provider shall be responsible for the design provided to or produced by him and programming of the Services and Services, and for the accuracy and completeness of the information used for that design and programming in accordance with the requirements established in the Specifications.</p>
	<p><b>8.2</b></p>	<p>Specifications and Drawings</p>
		<p><b>8.2.1</b> The service provider shall implement the basic and detailed design and the engineering work in compliance with the provisions of the Contract and the Specifications, or where not so specified, in accordance with good engineering practice.</p> <p>The service provider shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Engineer or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in</p>

		writing to the Service provider by or on behalf of the Employer.
		<b>8.2.2</b> The service provider shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof, provided or designated by, or on behalf of, the Employer, by giving a notice of such disclaimer to the Engineer.
	<b>8.3</b>	Codes and Standards
		Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of tender submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied after approval by the Employer and shall be treated in accordance with GCC Clause 63.
	<b>8.4</b>	Approval/Review of Technical Documents by Engineer
		<b>8.4.1</b> For those Services specified in the PARTICULAR CONDITION OF CONTRACT, the Service provider shall prepare (or cause its Subservice providers to prepare) and furnish to the Engineer the documents listed in the Specifications (List of Documents for Approval or Review) for its approval or review. Unless otherwise specified in the PARTICULAR CONDITION OF CONTRACT, the Service provider shall not be required to submit for the Employer's approval the Design or other technical documents concerning the Maintenance Services remunerated through monthly lump-sum payments. Any part of the Services covered by or related to the documents to be approved by the Engineer shall be executed only after the Engineer's approval thereof. GCC Sub-Clauses 8.4.2 through 8.4.7 shall apply only to those documents requiring the Engineer's approval, but not to those furnished to the Engineer for his information or review only.
		<b>8.4.2</b> Within fourteen (14) days after receipt by the Engineer of any document requiring the Engineer's

	<p>approval in accordance with GCC Sub-Clause 8.4.1, the Engineer shall either return one copy thereof to the t with its approval endorsed thereon or shall notify the Service provider in writing of its disapproval thereof and the reasons therefore and the modifications that the Engineer proposes. If the Engineer fails to take such action within the said fourteen (14) days, then the said document shall be deemed to have been approved by the Engineer.</p>
	<p><b>8.4.3</b> The Engineer shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.</p> <p><b>8.4.4</b> If the Engineer disapproves the document, the Service provider shall modify the document and resubmit it for the Engineer’s approval in accordance with GCC Sub-Clause 8.4.2. If the Engineer approves the document subject to modification(s), the Service provider shall make the required modification(s), whereupon the document shall be deemed to have been approved.</p>
	<p><b>8.4.5</b> If any dispute or difference occurs between the Employer and the Service provider in connection with or arising out of the disapproval by the Engineer of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be referred to the DRB (or DRE) for determination in accordance with GCC Sub-Clause 6.1 hereof. If such dispute or difference is referred to the DRB (or DRE), the Engineer shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Service provider shall proceed with the Contract in accordance with the Engineer’s instructions, provided that if the DRB (or DRE) upholds the Service provider’s view on the dispute and if the Employer has not given notice under GCC Sub-Clause 6.1.5 hereof, then the Service provider shall be reimbursed by the Employer for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the</p>

		DRB (or DRE) shall decide, and the Time for Completion shall be extended accordingly.
		<b>8.4.6</b> The Engineer’s approval, with or without modification of the document furnished by the Service provider, shall not relieve the Service provider of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Engineer.
		<b>8.4.7</b> The Service provider shall not depart from any approved document unless the Service provider has first submitted to the Engineer an amended document and obtained the Engineer’s approval thereof, pursuant to the provisions of this GCC Sub-Clause 8.4. If the Engineer requests any change in any already approved document and/or in any document based thereon, the provisions of GCC Clause 63.2 shall apply to such request.
<b>9. Copyright</b>	<b>9.1</b>	The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the Service provider herein shall remain vested in the Service provider or, if they are furnished to the Employer directly or through the Service provider by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
<b>10. Start Date and Completion</b>	<b>10.1</b>	The Service provider shall start the Services and Services within the period specified in the PARTICULAR CONDITION OF CONTRACT. Upon request from the Service provider, the Employer shall confirm in writing the Start Date, after verifying that services and services have started on the Site.
	<b>10.2</b>	The service provider shall attain the required Service Levels and the Completion of the Repairs and Rehabilitation and Modification and Improvement Services (or of a part where a separate time for Completion of such part is specified in the Contract) within the time schedules included in the PARTICULAR CONDITION OF CONTRACT and the Specifications, or within such extended time to which the Service provider shall

		be entitled under GCC Clause 64 hereof
<b>11. Service provider's Responsibilities</b>	<b>11.1</b>	The service provider shall design and carry out the Services and Services (including associated purchases and/or subcontracting) necessary to comply with the requirements established in the Specifications with due care and diligence in accordance with the Contract.
	<b>11.2</b>	The service provider confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Services and Services required, including any data and tests provided by the Employer, and on the basis of information that the service provider could have obtained from a visual inspection of the Site and of other data readily available to it relating to the Rig as of the date twenty-eight (28) days prior to tender submission. The service provider acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Services and Services.
	<b>11.3</b>	The service provider shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country of the Employer that are necessary for the performance of the Contract, including, without limitation, visas for the Service provider's and Subservice provider's personnel and entry permits for all imported Service provider's Equipment. The service provider shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under GCC Sub-Clause 14.3 hereof and that are necessary for the performance of the Contract.
	<b>11.4</b>	The Service provider shall comply with all laws in force in the country of the Employer and where the Services and Services are carried out. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Service provider. The Service provider shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of

		such laws by the Service provider or its personnel, including the Subservice providers and their personnel, but without prejudice to GCC Sub-Clause 14.1 hereof.
	<b>11.5</b>	Any Plant, Material and Services that will be incorporated in or be required for the Services and Services and other supplies shall have their origin in an eligible Country as defined under the Bank's procurement guidelines.
	<b>11.6</b>	The service provider shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records of the service provider and its subservice providers relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Service provider's attention is drawn to Sub-Clause 59.2.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 11.6 constitute a prohibited practice subject to contract termination (as well as to a
<b>12.Subcontracting</b>	<b>12.1</b>	The service provider may subcontract activities listed in the PARTICULAR CONDITION OF CONTRACT. Any other activity under the Contract may be subcontracted only when approved by the Engineer. The Service provider may not assign the entire Contract without the approval of the Employer in writing. Subcontracting shall not alter the Service provider's obligations nor relieve the service provider from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subservice provider, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the service provider, his agents, servants or workmen.
	<b>12.2</b>	Notwithstanding GCC Sub-Clause 12.1, the service provider may subcontract under his own responsibility and without prior approval of the Employer the small Services and Services also listed in the PARTICULAR CONDITION OF CONTRACT.

<p><b>13. Assignment of Contract</b></p>	<p><b>13.1</b></p>	<p>Neither the Employer nor the service provider shall, without the express prior written consent of the other party (which consent shall not be unreasonably withheld), assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or there under, except that the service provider shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.</p>
<p><b>14. Employer's Responsibilities</b></p>	<p><b>14.1</b></p>	<p>The Employer shall apply due diligence to ensure the accuracy of all information and/or data to be supplied to the Service provider as described in the Specifications, except when otherwise expressly stated in the Contract.</p>
	<p><b>14.2</b></p>	<p>The Employer shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in the corresponding Specifications. The Employer shall give full possession of and accord all rights of access thereto on or before the date(s) specified in the PARTICULAR CONDITION OF CONTRACT.</p>
	<p><b>14.3</b></p>	<p>The Employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located, when such authorities or undertakings require the Employer to obtain them in the Employer's name, are necessary for the execution of the Contract, and are specified in the corresponding Specifications.</p>
	<p><b>14.4</b></p>	<p>If requested by the Service provider, the Employer shall use its best endeavours to assist the Service provider in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Service provider or Subservice providers or the personnel of the Service provider or Subservice providers, as the case may</p>

		be, to obtain.
	<b>14.5</b>	The Employer shall be responsible for the continued operation of the Rig after Completion, in accordance with GCC Sub-Clause 28, and shall be responsible for facilitating the Guarantee Test(s) for the Rig, in accordance with GCC Sub-Clause 20.
	<b>14.6</b>	All costs and expenses involved in the performance of the obligations under this GCC Clause 14 shall be the responsibility of the Employer, save those to be incurred by the Service provider with respect to the performance of Guarantee Tests, in accordance with GCC Sub-Clause 20.
<b>15. Confidential Information</b>	<b>15.1</b>	The Employer and the Service provider shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Service provider may furnish to its Subservice provider(s) such documents, data and other information it receives from the Employer to the extent required for the Subservice provider(s) to perform its work under the Contract, in which event the Service provider shall obtain from such Subservice provider(s) an undertaking of confidentiality similar to that imposed on the Service provider under this GCC Clause 15.
	<b>15.2</b>	The Employer shall not use such documents, data and other information received from the Service provider for any purpose other than the operation and maintenance of the Rig. Similarly, the Service provider shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such Services and Services as are required for the performance of the Contract.
	<b>15.3</b>	The obligation of a party under GCC Sub-Clauses 15.1 and 15.2 above, however, shall not apply to that information which

		<p>(a) now or hereafter enters the public domain through no fault of that party;</p> <p>(b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto;</p> <p>(c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</p>
	<b>15.4</b>	The above provisions of this GCC Clause 15 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Services and Services or any part thereof.
	<b>15.5</b>	The provisions of this GCC Clause 15 shall survive termination, for whatever reason, of the Contract.
		<b>C) <u>EXECUTION OF SERVICES AND SERVICES</u></b>
<b>16. Representatives-</b>	<b>16.1</b>	Engineer
		<p>If the Engineer is not named in the Contract, then within fourteen (14) days of the issuance of the Letter of Acceptance by the Employer, the Employer shall appoint and notify the service provider in writing of the name of the Engineer. The Employer may from time to time appoint some other person as the Engineer in place of the person previously so appointed, and shall give a notice of the name of such other person to the service provider without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of the Services and Services. Such appointment shall only take effect upon receipt of such notice by the service provider. The Engineer shall represent and act for the Employer at all times during the period of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer, except as herein otherwise provided.</p> <p>All notices, instructions, information and other communications given by the service provider to the Employer under the Contract shall be given to the Engineer, except as herein otherwise provided.</p> <p>The Engineer may delegate any of his duties and responsibilities to other people, except to the</p>

		Adjudicator, after notifying the service provider, and may cancel any delegation after notifying the service provider.
	<b>16.2</b>	Rig Manager
		<b>16.2.1</b> If the Rig Manager is not named in the Contract, then the service provider shall appoint the Rig Manager before the Start Date and shall request the Employer in writing to approve the person so appointed. If the Employer makes no objection to the appointment within fourteen (14) days, the Rig Manager shall be deemed to have been approved. If the Employer objects to the appointment within fourteen (14) days giving the reason therefore, then the service provider shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Sub-Clause 16.2.1 shall apply thereto.
		<b>16.2.2</b> The Rig Manager shall represent and act for the Service provider at all times during the period of the Contract and shall give to the Engineer all the Service provider's notices, instructions, information and all other communications under the Contract. The Rig Manager shall be in charge of the day-to-day management of the services and services to be provided under the contract on behalf of the Service provider, and shall have legal and all other faculties to take all necessary decisions related to the execution of the contract. All notices, instructions, information and all other communications given by the Employer or the Engineer to the Service provider under the Contract shall be given to the Rig Manager or, in its absence, its deputy, except as herein otherwise provided. The Service provider shall not revoke the appointment of the Rig Manager without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Service provider shall appoint some other person as the Rig Manager, pursuant to the procedure set out in GCC Sub-Clause 16.2.1.
		<b>16.2.3</b> The Rig Manager may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be

		<p>revoked at any time. Any such delegation or revocation shall be subject to a prior notice to the Engineer signed by the Rig Manager, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Engineer.</p> <p>Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 16.2.3 shall be deemed to be an act or exercise by the Rig Manager.</p>
		<p><b>16.2.4</b> From the Start Date until Completion, the Rig Manager shall supervise all work and services done at the Site by the Service provider and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Rig Manager is absent from the Site, a suitable person shall be appointed to act as his or her deputy.</p>
		<p><b>16.2.5</b> The Employer may by notice to the service provider object to any representative or person employed by the service provider in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under the Specifications. The Employer shall provide evidence of the same, whereupon the service provider shall remove such person from the Site</p>
		<p><b>16.2.6</b> If any representative or person employed by the service provider is removed in accordance with GCC Sub-Clause 16.2.5, the service provider shall, where required, promptly appoint a replacement.</p>
		<p><b>16.2.7A</b> joint inventory and examination of the Drilling rig equipment shall be carried out by SERVICE PROVIDER and EMPLOYER and a list drawn and agreed upon.</p>

<p><b>17.Work Program</b></p>	<p><b>17.1</b></p>	<p>service providers Organization</p> <p>The service provider shall supply to the Engineer a chart showing the proposed organization to be established by the service provider for carrying out the Services and Services. The chart shall include the identities of the key personnel together with the curricula vitae of such key personnel to be employed as included in the service providers Bid. The service provider shall promptly inform the Engineer in writing of any revision or alteration of such an organization chart.</p>
	<p><b>17.2</b></p>	<p>Program of Performance</p>
		<p>Not later than the Start Date, the service provider shall prepare and supply to the Engineer a program of performance of the Contract, made in the form specified in the Specifications and showing the sequence in which it proposes to design and carry out the Services and Services, as well as the date by which the service provider reasonably requires that the Employer shall have fulfilled its obligations under the Contract so as to enable the service provider to execute the Contract in accordance with the program and to achieve Completion in accordance with the Contract. The service provider shall update and revise the program as and when appropriate, but without modification in the Times for Completion given in the PARTICULAR CONDITION OF CONTRACT and any extension granted in accordance with GCC Clause 64, and shall supply all such revisions to the Engineer.</p>
	<p><b>17.3</b></p>	<p>Progress Report</p>
		<p>The service provider shall monitor progress of all the activities specified in the program referred to in GCC Sub-Clause 17.2 above, and supply a progress report to the Engineer every month together with his Monthly Statement. The progress report shall be in a form acceptable to the Engineer in accordance with the Specifications.</p>
	<p><b>17.4</b></p>	<p>Progress of Execution</p>
		<p>If at any time the service provider actual progress falls behind the program referred to in GCC Sub-Clause 17.2, or it becomes apparent that it will so fall behind, the service provider shall prepare and</p>

		supply to the Engineer a revised program, taking into account the prevailing circumstances, and shall notify the Engineer of the steps being taken to expedite progress so as to attain Completion of the Services and Execution of Services activities within the Time for Completion under GCC Sub-Clause 10.2, any extension thereof entitled under GCC Sub-Clause 64, or any extended period as may otherwise be agreed upon between the Employer and the Service provider.
	<b>17.5</b>	Work Procedures
		The Contract shall be executed in accordance with the Contract Documents and the procedures given in the Specifications.
<b>18. Execution of Services</b>	<b>18.1</b>	Setting Out/Supervision/Labour
		<p><b>18.1.1 Bench Mark.</b> The service provider shall be responsible for the true and proper setting-out of the Services in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of the Employer.</p> <p>If, at any time during the progress of execution of the Services, any error shall appear in the position, level or alignment of the Services, the service provider shall forthwith notify the Engineer of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Engineer. If such error is based on incorrect data provided in writing by or on behalf of the Employer, the expense of rectifying the same shall be borne by the Employer.</p>
		<p><b>18.1.2 service providers Supervision.</b> The service provider shall give or provide all necessary supervision during the execution of the Services, and the Rig Manager or its deputy shall be on the Site to provide full-time supervision of the execution. The service provider shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.</p>
	<b>18.2</b>	service provider Equipment

		<p><b>18.2.1</b> All service providers' Equipment brought by the Service provider onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Service provider shall not remove the same from the Site without informing the Engineer.</p>
		<p><b>18.2.2</b> Unless otherwise specified in the Contract, upon completion of the Services and Services, the service provider shall remove from the Site all Equipment brought by the service provider onto the Site and any surplus materials remaining thereon.</p>
		<p><b>18.2.3</b> The Employer will, if requested, use its best endeavours to assist the service provider in obtaining any local, state or national government permission required by the service for the export of the service providers Equipment imported by the service provider for use in the execution of the Contract that is no longer required for the execution of the Contract.</p> <p><b>18.2.4</b> The Employer will, if requested, use its best endeavours to assist the service provider at the service provider own cost in obtaining any local, state or national government permission required by the service provider for the export of the Drilling Rig under the contract owned by the Employer to ensure services and services specified are done up to standard considering GCC Clauses 34,35 and 36.</p>
	<b>18.3</b>	Site Regulations and Safety
		<p>The Employer and the service provider shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The service provider shall prepare and submit to the Employer, with a copy to the Engineer, proposed Site regulations for the Employer's approval, which approval shall not be unreasonably withheld.</p> <p>Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety, traffic control, accident response, gate control, sanitation, medical care, and fire prevention.</p>
	<b>18.4</b>	Access to site for Other service provider

		The service provider shall, upon written request from the Employer or the Engineer, give site access to other service provider employed by the Employer on or near the site.
	<b>18.5</b>	Site Clearance
		<b>18.5.1 Site Clearance in Course of Execution:</b> In the course of carrying out the Contract, the service provider shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary services from the Site, and remove any service provider Equipment no longer required for execution of the Contract.
		<b>18.5.2 Clearance of Site after Completion:</b> After Completion of all parts of the Services and Services, the service provider shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and the Rig clean and safe.
	<b>18.6</b>	Watching and Lighting
		The Service provider shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Services and Services, for the protection of his own installations and his equipment, for the safety of the owners and occupiers of adjacent property and for the safety of the public.
	<b>18.7</b>	Access to the Site
		The service provider shall allow the Engineer and any person authorized by the Engineer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
	<b>18.8</b>	Management Meetings
		<b>18.8.1</b> Either the Engineer or the service provider may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised by either the Service

		provider or the Employer.
		<b>18.8.2</b> The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Engineer either during or after the management meeting and stated in writing to all who attended the meeting.
<b>19. Staff and Labour</b>	<b>19.1</b>	The service provider shall employ the key personnel named in the service provider Bid, to carry out the functions stated in the Specifications or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the service provider Bid.
	<b>19.2</b>	Labour
		<p>(a) The service provider shall provide and employ on the Site for the execution of the Services such skilled, semi-skilled and unskilled Labour as is necessary for the proper and timely execution of the Contract. The service provider is encouraged to use local Labour that has the necessary skills.</p> <p>(b) Unless otherwise provided in the Contract, the Service provider shall be responsible for the recruitment, transportation, accommodation and catering of all Labour, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.</p> <p>(c) The service provider shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all Labour and personnel to be employed on the Site into the country where the Site is located.</p> <p>(d) The Service provider shall at its own expense provide the means of repatriation to all of its and its Subservice provider's personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Service provider defaults in providing such means of transportation and temporary</p>

	<p>maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Service provider.</p> <p>(e) The Service provider shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the Labour of its Subservice providers.</p> <p>(f) The Service provider shall provide lodging, medical assistance, alimentation and sanitary installations for the employees living in the service provider’s base camps to comply with the Social, Sanitary and Health Conditions of Labour requirements established in the Specifications.</p> <p>(g) The Service provider shall, in all dealings with its labour and the labour of its Subservice providers currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of</p>
	<p>(h) HIV-AIDS Prevention. If so indicated in the PARTICULAR CONDITION OF CONTRACT, the Service provider shall conduct an HIV-AIDS awareness programme via an approved service provider or specialized NGO, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV virus between and among the Service provider’s Personnel and the local community, to promote early diagnosis and to assist affected individuals. The Service provider shall throughout the contract:</p> <p>(i) conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labour (including all the Service provider’s employees, all Sub-Service providers and Consultants’ employees working on the Site, and truck drivers and crew making deliveries to the Site for Services and Services executed under the contract, and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to of Sexually Transmitted Diseases (STD)—or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labour as appropriate;</p>

		<p>and (iii) provide for STI and HIV/AIDS screening, diagnosis, counseling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labour.</p> <p>(i) If so indicated in the PARTICULAR CONDITION OF CONTRACT, the service provider shall include in the program to be submitted for the execution of the Services and Services under Sub-Clause 17 a program for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation program shall indicate when, how and at what cost the Service provider plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the program shall detail the resources to be provided or utilized and any related sub-contracting proposed. The program shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Service provider for preparation and implementation this program shall not exceed the Provisional Sum dedicated for this purpose.</p>
	<b>19.3</b>	Removal of staff
		<p>If the Engineer asks the service provider to remove a person who is a member of the Service provider's staff or work force, stating the reasons, the service provider shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.</p>
	<b>19.4</b>	Work at Night and on Holidays
		<p>Unless otherwise provided in the Contract, if and when the service provider considers it necessary to carry out work at night or on public holidays so as to meet the Service Levels and the Time for Completion, and requests the Employer's consent thereto (if such consent is needed), the Employer shall not unreasonably withhold such consent.</p>

<b>20. Test and Inspection</b>	<b>20.1</b>	The Service provider shall at its own expense carry out on the Site all such tests and/or inspections as are specified in the Specifications, and in accordance with the procedures described in the Specifications.
	<b>20.2</b>	The Employer and the Engineer or their designated representatives shall be entitled to attend the aforesaid test and/or inspection
	<b>20.3</b>	For tests to be carried out on the initiative of the service provider, whenever the service provider is ready to carry out any such test and/or inspection, he shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to the Engineer. The Service provider shall provide the Engineer with a signed report of the results of any such test and/or inspection.
	<b>20.4</b>	If the Employer or Engineer (or their designated representatives) fails to attend a scheduled test and/or inspection, or if it is agreed between the parties that such persons shall not attend, then the service provider may proceed with the test and/or inspection in the absence of such persons, and may provide the Engineer with a signed report of the results thereof.
	<b>20.5</b>	The Engineer may require the service provider to carry out any test and/or inspection not required by the Contract, provided that the Service provider's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of the services and/or the Service provider's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.
	<b>20.6</b>	If Repair and Rehabilitation Services, Modification and Improvement Services or Emergency Services fail to pass any test and/or inspection, the Service provider shall either rectify or replace such services and shall repeat the test and/or inspection upon giving a notice under GCC Sub-Clause 20.3.
	<b>20.7</b>	If any dispute or difference of opinion shall arise between the parties in connection with or arising

		out of the test and/or inspection of the Services and Services, or part of them, that cannot be settled between the parties within a reasonable period of time, it may be referred to the RDB (or DRE) for determination in accordance with GCC Sub-Clause 6.1.
	<b>20.8</b>	The Service provider agrees that neither the execution of a test and/or inspection of the Services and Services or any part of them, nor the attendance by the Employer or the Engineer, nor the issue of any test certificate pursuant to GCC Sub-Clause 20.4, shall release the Service provider from any other responsibilities under the Contract.
	<b>20.9</b>	No part or foundations or disassembly shall be covered or assembled up on the Site without the Service provider carrying out any test and/or inspection required under the Contract. The Service provider shall give a reasonable notice to the Engineer whenever any such part or foundations or disassembly are ready or about to be ready for test and/or inspection; such test and/or inspection and notice thereof shall be subject to the requirements of the Contract.
	<b>20.10</b>	The Service provider shall uncover or disassemble any part of the Services or foundations, or shall make openings in or through the same as the Engineer may from time to time require at the Site, and shall reinstate and make good such part or parts. If any parts of the works or foundations have been covered up at the Site after compliance with the requirement of GCC Sub-Clause 20.9 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by the Employer, and the Time for Completion shall be reasonably adjusted to the extent that the Service provider has thereby been delayed or impeded in the performance of any of its obligations under the Contract.

<p><b>21.Repair and Rehabilitation Services</b></p>	<p><b>21.1</b></p>	<p>If so indicated in the PARTICULAR CONDITION OF CONTRACT, specific Repair and Rehabilitation Services shall be carried out explicitly in accordance with the Specifications and as specified in the tendering documents and in the Service provider’s Bid. Input quantities for Rehabilitation and Repair Services will be estimated by the Service provider to achieve the performance criteria for Rehabilitation and Repair Services given in the Specifications. The specific Repair and Rehabilitation Services will be offered by the Service provider at a Lump-Sum price.</p>
<p><b>22.Modification and Improvement Services</b></p>	<p><b>22.1</b></p>	<p>If so indicated in the PARTICULAR CONDITION OF CONTRACT, Modification and Improvement Services are required and will consist of a set of interventions that add new characteristics to the rig in response to new traffic, technology, techniques and safety or other conditions. Modification and Improvement Services quantities were offered at unit prices included in the Bill of Quantities.</p>
	<p><b>22.2</b></p>	<p>The execution of Modification and Improvement Services shall be requested by the Engineer, who will issue a Work Order defining the requested services to be carried out by the Service provider, based on the activities priced in the Bill of Quantities. The Work order shall specify the activities to be carried out and the corresponding price. The Rig Manager shall confirm his acceptance by signing the Work Order.</p>

<p><b>23.Maintenance Services</b></p>	<p><b>23.1</b></p>	<p>Maintenance Services are those activities necessary for keeping the Rig in compliance with the Performance Standards pursuant to GCC Clause 24. Maintenance Services shall include all activities required to achieve and keep the Rig Performance Standards and Service Levels. These Services will be remunerated by Lump-Sum amount for the period of the contract paid in fixed monthly payments during the entire Contract period.</p>
<p><b>24.Performance Standards</b></p>	<p><b>24.1</b></p>	<p>The Service provider shall carry out the Maintenance Services to achieve and keep the Rig complying with the Service Levels and bills of quantities defined in the Specifications. He will carry out all Services in accordance with the performance standards indicated in the Specifications.</p>
<p><b>25.Service provider’s Self-Control of Quality and Safety</b></p>	<p><b>25.1</b></p>	<p>The Service provider shall, throughout the execution and completion of the Services and Services, maintain a System which shall ensure that the work methods and procedures are adequate and safe at all times and do not pose any avoidable risks and dangers to the health, safety and property of the workers and agents employed by him or any of his subservice providers, of rig users, of persons living/staying in the vicinity of the rig under contract, and any other person who happens to be on or along the Rigs under contract.</p>
	<p><b>25.2</b></p>	<p>Unless specified otherwise in the PARTICULAR CONDITION OF CONTRACT, the Service provider shall establish, within his own organizational structure, a specific Unit staffed with qualified personnel, whose task is to verify continuously the degree of compliance by the Service provider with the required Service Levels. That Unit will also be responsible for the generation and presentation of the information needed by the service provider for the documentation required as defined in the Specifications. The Unit will be responsible for maintaining a detailed and complete knowledge of the condition of the Rig and to provide to the Rig Manager all the information needed in order to efficiently manage and maintain the Rig. The Unit shall also carry out, in close collaboration with the Engineer, the verifications on the Service Levels.</p>

	<b>25.3</b>	The Service provider’s Self-Control Unit mentioned in GCC Sub-Clause 25.2 shall report the level of compliance with the required Service Levels in the standard format presented in the Specifications
<b>26.Environmental and Safety Requirements</b>	<b>26.1</b>	The Service provider shall, throughout the design, execution and completion of the Services and Services, and the remedying of any defects therein:
		(a) have full regard for the safety of all persons employed by him and his subservice providers and keep the Site (so far as the same is under his control) in an orderly state appropriate to the avoidance of danger to such persons; (b) provide and maintain at his own cost all guardrails, fencing, warning signs and watching, when and where necessary or required by Sub-Clause 18.3 of the Contract or by any duly constituted authority, for the protection of the Services and Services or for the safety and convenience of his workers and rig users, the public or others; and (c) Take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
<b>27.Work Orders for Modification and Improvement Services and Emergency Services</b>	<b>27.1</b>	Modification and Improvement Services and Emergency Services shall be executed by the Service provider on the basis of Work Orders issued by the Engineer.
	<b>27.2</b>	Work Orders shall be issued in writing and shall include the date on which the Work Order was issued and the signature of the Engineer. Two copies of the Work Order shall be transmitted by the Engineer to the Service provider, who shall immediately countersign one copy, including the date of acceptance, and return it to the Engineer.
	<b>27.3</b>	If the Service provider has any objection to a Work Order, the Rig Manager shall notify the Engineer of his reasons for such objection within ten (10) days) of the date of issuing the Work Order. Within five (5) days of the Rig Manager’s objection, the Engineer shall cancel, modify or confirm the Work Order in writing.

<p><b>28. Taking Over Procedures</b></p>	<p><b>28.1</b></p>	<p>When the whole of the Services and Services have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Service provider may give a notice to that effect to the Engineer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the Service provider for the Engineer to issue a Taking-Over Certificate in respect of the Services and Services. The Engineer shall, within twenty-one (21) days of the date of delivery of such notice, either issue to the Service provider a Taking-Over Certificate, stating the date on which the Services and Services were substantially completed in accordance with the Contract, or give instructions in writing to the Service provider specifying all the conditions to be complied with and all the work which is required to be done by the Service provider before the issue of such Certificate. The Engineer shall also notify the Service provider of any defects in the Services and Services affecting substantial completion that may appear after such instructions and before completion of Taking-Over Certificate within twenty-one (21) days of completion, to the satisfaction of the Engineer, of the Services and Services so specified and remedying any defects so notified.</p>
	<p><b>28.2</b></p>	<p>Similarly, in accordance with the procedure set out in Sub-Clause 28.1, the Service provider may request and the Engineer shall issue a Taking-Over Certificate in respect of:</p> <p>(a) any Section in respect of which a separate Time for Completion is provided in the contract,</p> <p>(b) any substantial part of the Services and Services which has been both completed to the satisfaction of the Engineer and, otherwise than as provided for in the Contract, occupied or used by the Employer, or</p> <p>(c) any part of the Services and Services which the Employer has elected to occupy or use prior to completion (where such prior occupation or use is not provided for in the Contract or has not been agreed by the Service provider as a temporary measure).</p>

<p><b>29. Emergency Services</b></p>	<p><b>29.1</b></p>	<p>The need for execution of Emergency Services is jointly identified by the Employer and the Service provider and the starting of the execution of Emergency Services shall always require a Work Order issued by the Engineer</p>
	<p><b>29.2</b></p>	<p>The execution of Emergency Services shall be requested by the Service provider based on losses or damages occurred as a result of natural phenomena (such as strong storms, flooding or earthquakes) with imponderable consequences, or on the possibility of damages or losses occurring, or the safety of individuals, services, services or equipment being at risk as result of the natural phenomena. In order to characterize the Emergency Services, the Service provider shall forward a Technical Report to the Engineer requesting the execution of Emergency Services and characterizing the situation. On the basis of the said report, and of his own judgment of the situation, the Engineer may issue a Work Order to the Service provider.</p>
	<p><b>29.3</b></p>	<p>The Employer or even Government authorities may declare an Emergency Situation on the basis of local legislation. In those cases, the Engineer may issue a Work Order for Emergency Services to the Service provider even without a request by the Service provider</p>
	<p><b>29.4</b></p>	<p>If the Service provider is unable or unwilling to do such work immediately, the Employer may do or cause such work to be done as the Employer may determine necessary in order to prevent damage to the Rig. In such event the Employer shall, as soon as practicable after the occurrence of any such emergency, notify the Service provider in writing of such emergency, the work done and the reasons therefore. If the work done or caused to be done by the Employer is work that the Service provider was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Service provider to the Employer. Otherwise, the cost of such remedial work shall be borne by the Employer.</p>

<p><b>30. Quality of materials used by Service provider</b></p>	<p><b>30.1</b></p>	<p>The quality of materials used by the Service provider for the execution of the Contract shall be in compliance with the requirements of the Specifications. If the Service provider is of the opinion that materials of higher quality than those stated in the Specifications need to be used in order to ensure compliance with the Contract, he shall use such better materials, without being entitled to higher prices or remunerations.</p>
	<p><b>30.2</b></p>	<p>Under no circumstances may the Service provider make any claim based on the insufficient quality of materials used by him, even if the material used was authorized by the Engineer.</p>
	<p><b>30.3</b></p>	<p>The Service provider shall carry out at his own cost the laboratory and other tests that he needs to verify if materials to be used comply with the Specifications, and shall keep records of such tests. If requested by the Engineer, the Service provider shall hand over the results of the tests.</p>
<p><b>31. Signaling and demarcation of work zones and bypasses</b></p>	<p><b>31.1</b></p>	<p>To ensure the safety of Rig users, including non-motorized road users and pedestrians, the Service provider is responsible to install and maintain at his cost the adequate signalling and demarcation of work sites, which in addition must comply with the applicable legislation.</p>
	<p><b>31.2</b></p>	<p>If the execution of services and services under the contract is likely to interfere with traffic, the Service provider shall take at his cost the measures necessary to limit such interference to the strict minimum, or any danger to the workers or others. For that purpose, he is entitled to install, within the right-of-way of the road, temporary bypasses, structures or other modifications to be used by traffic during the execution of services and services. The Service provider shall notify the Engineer of any such temporary installations.</p>
	<p><b>31.3</b></p>	<p>If the execution of Services and Services by the Service provider makes it necessary to temporarily close a road section, and a traffic detour has to be implemented over other public roads or streets, the Service provider shall be responsible for the adequate signalling of the detour, under the same conditions as stated in GCC Sub-Clause 31.1.</p>

	<b>31.4</b>	The Service provider shall inform the local authorities and the local police about such activities to be carried out by him which may cause any significant interruptions or changes to the normal traffic patterns. Such information shall be made in writing and at least seven (7) days before the beginning of such activities. Upon request from the Service provider, the Employer shall assist the Service provider in the coordination with the local authorities and the local police.
		<b>D) <u>ALLOCATION OF RISKS</u></b>
<b>32. Employer's Risks</b>	<b>32.1</b>	From the Start Date until the Defects Correction Certificate has been issued, the following are Employer's risks insofar as they directly affect the execution of the Services and Services included in this Contract:
		<p>(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;</p> <p>(b) rebellion, revolution, insurrection, military or usurped power, or civil war;</p> <p>(c) ionizing radiations, contamination by radioactivity from any nuclear fuel, or any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;</p> <p>(d) riot, commotion or disorder, unless solely restricted to employees of the Service provider or of his Subservice providers and arising from the conduct of the Services and Services;</p> <p>(e) loss or damage due to the use or occupation by the Employer of any unfinished Section or part of the Services, except as may be provided for in the Contract;</p> <p>(f) any operation of the forces of nature against which an experienced service provider could not reasonably have been expected to take precautions.</p>

<p><b>33. Service provider's Risks</b></p>	<p><b>33.1</b></p>	<p>The Employer carries the risks which this Contract states are Employer's risks, and the remaining risks are the Service provider's risks.</p>
<p><b>34. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification</b></p>	<p><b>34.1</b></p>	<p>Subject to GCC Sub-Clause 34.3, the Service provider shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property arising in connection with the execution and by reason of the negligence of the Service provider or its Subservice providers, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Employer, its service providers, employees, officers or agents.</p>
	<p><b>34.2</b></p>	<p>If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under GCC Sub-Clause 34.1, the Employer shall promptly give the Service provider a notice thereof and the Service provider may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>If the service provider fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the service provider has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.</p> <p>The Employer shall, at the service provider's request, afford all available assistance to the service provider in conducting such proceedings or claim, and shall be reimbursed by the service provider for all reasonable expenses incurred in so doing.</p>
	<p><b>34.3</b></p>	<p>The Employer shall indemnify and hold harmless the Service provider and its employees, officers and Subservice providers from any liability for loss of or damage to property of the Employer, other than the Services not yet taken over, that is caused by fire,</p>

		explosion or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 35, provided that such fire, explosion or other perils were not caused by any act or failure of the Service provider.
	<b>34.4</b>	The party entitled to the benefit of an indemnity under this GCC Clause 34 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.
<b>35. Insurance</b>	<b>35.1</b>	To the extent specified in the PARTICULAR CONDITION OF CONTRACT, the service provider shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said PARTICULAR CONDITION OF CONTRACT. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval.
		<p>(a) <i>Loss of or damage to the Plant and Materials</i> Covering loss or damage occurring prior to Completion.</p> <p>(b) <i>Third Party Liability Insurance</i> Covering bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property occurring in connection with Services and Services.</p> <p>(c) <i>Automobile Liability Insurance</i> Covering use of all vehicles used by the Service provider or its Subservice providers (whether or not owned by them) in connection with the execution of the Contract.</p> <p>(d) <i>Workers' Compensation</i> In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.</p> <p>(e) <i>Employer's Liability</i> In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.</p> <p>(f) <i>Other Insurances</i> Such other insurances as may be specifically agreed</p>

		upon by the parties.
	<b>35.2</b>	The Employer shall be named as co-insured under all insurance policies taken out by the service provider pursuant to GCC Sub-Clause 35.1, except for the Third Party Liability, Workers' Compensation and Employer's Liability Insurances, and the service providers Subservice providers shall be named as co-insured under all insurance policies taken out by the service provider pursuant to GCC Sub-Clause 35.1 except for the Cargo Insurance During Transport, Workers' Compensation and Employer's Liability Insurances. All insurers' rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.
	<b>35.3</b>	The service provider shall deliver to the Employer certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect. The certificates shall provide that no less than twenty-one (21) days' notice shall be given to the Employer by insurers prior to cancellation or material modification of a policy.
	<b>35.4</b>	The service provider shall ensure that, where applicable, its Subservice provider(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subservice providers are covered by the policies taken out by the service provider.
	<b>35.5</b>	If the service provider fails to take out and/or maintain in effect the insurances referred to in GCC Sub-Clause 35.1, the Employer may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the service provider under the Contract any premium that the Employer shall have paid to the insurer, or may otherwise recover such amount as a debt due from the service provider.
	<b>35.5</b>	Unless otherwise provided in the Contract, the service provider shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause 35, and all monies payable by any insurers shall be paid to the service

		<p>provider The Employer shall give to the service provider all such reasonable assistance as may be required by the service provider. With respect to insurance claims in which the Employer's interest is involved, the service provider shall not give any release or make any compromise with the insurer without the prior written consent of the Employer. With respect to insurance claims in which the service provider interest is involved, the Employer shall not give any release or make any compromise with the insurer without the prior written consent of the service provider.</p>
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<p><b>36.Unforeseen Conditions</b></p>	<p><b>36.1</b></p>	<p>If, during the execution of the Contract, the service provider shall encounter on the Site any physical conditions (other than climatic conditions) or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract Agreement by an experienced service provider on the basis of reasonable examination of the data relating to the Rig(including any data and tests provided by the Employer), and on the basis of information that it could have obtained from a visual inspection of the Site or other data readily available to it relating to the Rig, and if the service provider determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the service provider shall promptly, and before performing additional work or using additional Plant and Equipment or service provider Equipment, notify the Engineer in writing of:</p> <p>(a) the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen;</p> <p>(b) the additional work and/or Plant and Equipment and/or service providers Equipment required, including the steps which the service provider will or proposes to take to overcome such conditions or obstructions;</p> <p>(c) the extent of the anticipated delay;</p> <p>(d) The additional cost and expense that the service provider is likely to incur.</p> <p>On receiving any notice from the service providers under this GCC Sub-Clause 36.1, the Engineer decides upon the actions to be taken to overcome the physical conditions or artificial obstructions encountered. Following such consultations, the Engineer shall instruct the Service provider, with a copy to the Employer, of the actions to be taken.</p>
	<p><b>36.2</b></p>	<p>Any reasonable additional cost and expense incurred by the service provider in following the instructions from the Engineer to overcome such physical conditions or artificial obstructions referred to in GCC Sub-Clause 36.1 shall be paid by the Employer to the Service provider as an addition</p>

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		to the Contract Price.
	<b>36.3</b>	If the service provider is delayed or impeded in the performance of the Contract because of any such physical conditions or artificial obstructions referred to in GCC Sub-Clause 36.1, the Time for Completion shall be extended in accordance with GCC Clause 64.

<p><b>37. Change in Laws and Regulations</b></p>	<p><b>37.1</b></p>	<p>If, after the date twenty-eight (28) days prior to the date of Tender submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the service provider and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the service provider has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the PARTICULAR CONDITION OF CONTRACT.</p>
<p><b>38. Force Majeure</b></p>	<p><b>38.1</b></p>	<p>“Force Majeure” shall mean any event beyond the reasonable control of the Employer or of the service provider , as the case may be, insofar as they directly affect the execution of the Services and Services included in this Contract and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:</p> <p>(a) war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war;</p> <p>(b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts;</p> <p>(c) confiscation, nationalization, mobilization, commandeering, requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority;</p> <p>(d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and p(e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or</p>

		<p>cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster;</p> <p>(f) Shortage of labour, materials or utilities where caused by circumstances that are themselves Force Majeure. ague;</p>
	<b>38.2</b>	<p>If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.</p>
	<b>38.3</b>	<p>The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC Clause 64.</p>
	<b>38.4</b>	<p>The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Sub-Clause 38.6.</p>
	<b>38.5</b>	<p>No delay or nonperformance by either party hereto caused by the occurrence of any event of Force</p>

		<p>Majeure shall</p> <p>(a) constitute a default or breach of the Contract;</p> <p>(b) give rise to any claim for damages or additional cost or expense occasioned thereby;</p> <p>if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure</p>
	<b>38.6</b>	<p>If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other, but without prejudice to either party's right to terminate the Contract under GCC Clause 59.</p>
	<b>38.7</b>	<p>In the event of termination pursuant to GCC Sub-Clause 38.6, the rights and obligations of the Employer and the Service provider shall be as specified in GCC Sub-Clauses 59.1.2 and 59.1.3.</p>
	<b>38.8</b>	<p>Notwithstanding GCC Sub-Clause 38.5, Force Majeure shall not apply to any obligation of the Employer to make payments to the Service provider herein.</p>
		<b>E) <u>GUARANTEES AND LIABILITIES</u></b>
<b>39. Completion Time Guarantee and Liability</b>	<b>39.1</b>	<p>The service provider guarantees that it shall attain specified Service Levels and the Completion of Repair and Rehabilitation and Modification and Improvement Services (or a part for which a separate time for completion is specified in the PARTICULAR CONDITION OF CONTRACT) within the time schedules specified in the PARTICULAR CONDITION OF CONTRACT and the Specifications, pursuant to GCC Sub-Clause 10.2, or within such extended time to which the service provider shall be entitled under GCC Clause 64 hereof.</p>
	<b>39.2</b>	<p>If the service provider fails to attain specified Service Levels within the contractually agreed time schedules as given in the Specifications, the service provider shall receive reduced payments for</p>

		Maintenance Services, for such default and not as a penalty, in accordance with the Specifications.
	<b>39.3</b>	If the service provider fails to attain the Completion of Repair and Rehabilitation and Modification and Improvement Services (or a part for which a separate time for completion is specified in the PARTICULAR CONDITION OF CONTRACT clause 39.1) within the contractually required time schedules, the service provider shall pay to the Employer liquidated damages for such default and not as a penalty, in accordance with the PARTICULAR CONDITION OF CONTRACT and the Specifications.
	<b>39.4</b>	The payment reductions and liquidated damages indicated in GCC 39.2 and 39.3 shall be the only monies due from the Service provider for such defaults, and they will be applied for every day of delay, in accordance with the PARTICULAR CONDITION OF CONTRACT and the Specifications. The aggregate amount of such liquidated damages and payment reductions shall in no event exceed the “aggregate liability” in accordance with GCC Clause 42. The payment or deduction of such sums shall not relieve the Service provider from his obligation to complete the Services and Services, or from any other of his obligations and liabilities under the Contract.
<b>40. Performance Guarantee and Liability</b>	<b>40.1</b>	The service provider guarantees that during the Performance Tests or Inspections for Repairs and Rehabilitation and Modification and Improvement Services, and for Emergency Services, the Rig and all parts thereof shall attain the Performance Standards specified in the corresponding Specifications.
	<b>40.2</b>	If, for reasons attributable to the Service provider, the minimum level of the Performance Standards specified in the corresponding Specifications are not met either in whole or in part, the Service provider shall at its cost and expense make such changes, modifications and/or additions to the Rig or any part thereof as may be necessary to meet at least the minimum level of such Standards. The Service provider shall notify the Employer upon completion of the necessary changes, modifications and/or additions, and shall request the Employer to

		repeat the Test or Inspection until the minimum level of the Standards has been met. If the Service provider eventually fails to meet the minimum level of Performance Standard, the Employer may consider termination of the Contract, pursuant to GCC Sub-Clause 59.2.2.
	<b>40.3</b>	If, for reasons attributable to the service provider, the Performance Standards relating to Repairs and Rehabilitation and Modification and Improvement Services specified in the corresponding Specifications are not attained either in whole or in part, the service provider shall, at the service providers choice, either (a) make such changes, modifications and/or additions to the Services and Services or any part thereof that are necessary to attain the Performance Standards at its cost and expense, and shall request the Employer to repeat the Test, or (b) Pay liquidated damages to the Employer in respect of the Services and Services which fail to meet the Performance Standards in accordance with the provisions in the corresponding Specifications.
	<b>40.4</b>	The payment of liquidated damages under GCC Sub-Clause 40.3, up to the limitation of liability specified in the PARTICULAR CONDITION OF CONTRACT, shall completely satisfy the Service provider's guarantees under GCC Sub-Clause 40.1, and the Service provider shall have no further liability whatsoever to the Employer in respect thereof. Upon the payment of such liquidated damages by the Service provider, the Engineer shall issue the Certificate of Completion for the Services or any part thereof in respect of which the liquidated damages have been so paid.
<b>41. Defect Liability</b>	<b>41.1</b>	The service provider warrants that the Services and Services or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Services and Services executed.
	<b>41.2</b>	The Defect Liability Period shall be Three (3) months from the date of Completion of the Contract, or six (6) months from the date of Certificate of Completion of the Services (or any part thereof), whichever occurs first, unless specified otherwise in the PARTICULAR CONDITION OF CONTRACT.

		<p>If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Services and Services executed by the Service provider, the Service provider shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the service provider shall, at its discretion, determine) such defect as well as any damage to the Rig caused by such defect. The service provider shall not be responsible for the repair, replacement or making good of any defect of any damage to the Rig arising out of or resulting from improper operation or maintenance of the Rig by the Employer after taking over.</p>
	<b>41.3</b>	<p>The service providers obligations under this GCC Clause 41 shall not apply to</p> <p>(a) any services or materials that have a normal life shorter than the Defect Liability Period stated herein;</p> <p>(b) any designs, specifications or other data designed, supplied or specified by or on behalf of the Employer or any matters for which the service provider has disclaimed responsibility herein;</p> <p>(c) Any other materials supplied or any other work executed by or on behalf of the Employer, except for the work executed by the Employer under GCC Sub-Clause 41.6.</p>
	<b>41.4</b>	<p>The Employer shall give the service provider a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Service provider to inspect any such defect.</p>
	<b>41.5</b>	<p>The Employer shall afford the service provider all necessary access to the Site to enable the Service provider to perform its obligations under this GCC Clause 41. The service provider may remove from the Site any Plant and Equipment that are defective if the nature of the defect is such that repairs cannot be expeditiously carried out at the Site.</p>
	<b>41.6</b>	<p>41.6 If the service provider fails to commence the work necessary to remedy such defect or any damage to the Rig caused by such defect within a reasonable time (which shall in no event be</p>

		<p>considered to be less than fifteen (15) days), the Employer may, following notice to the Service provider, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Service provider or may be deducted by the Employer from any monies due the Service provider or claimed under the Performance Security.</p>
	<p><b>41.7</b></p>	<p>If the Rig or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Rig or such part, as the case may be, shall be extended by a period equal to the period during which the Rig or such part cannot be used because of any of the aforesaid reason.</p>
	<p><b>41.8</b></p>	<p>Except as provided in GCC Clauses 40 and 41, the service provider shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Rig or any part thereof, the Plant and Equipment, design or engineering or work executed that appear after Completion of the Services and Services, except where such defects are the result of the gross negligence, fraud, criminal or wilful action of the Service provider.</p>

<p><b>42.Limitation of Liability</b></p>	<p><b>42.1</b></p>	<p>Except in cases of criminal negligence or willful misconduct,                  (a) the service provider shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service provider to pay liquidated damages to the Employer and                  (b) The aggregate liability of the service provider to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the limit specified in the PARTICULAR CONDITION OF CONTRACT.</p>
<p><b>43.Liability for Damages through Drilling/Traffic Accidents and Drilling/Traffic Interruptions</b></p>	<p><b>43.1</b></p>	<p>The service provider cannot be held liable for losses or damages of any kind arising out of drilling/traffic accidents on the rigs included in the Contract, unless those drilling/traffic accidents have been caused directly by rocks or other major defects of the Rigs covered by the Contract he failed to repair in a timely manner, criminal acts, wilful misconduct or gross negligence of the Service provider.</p>
	<p><b>43.2</b></p>	<p>Under no circumstances can the Service provider be held liable for losses or damages of any kind and to anyone arising out of interruptions of traffic/drilling or drilling/traffic delays on the borehole included in the Contract, including any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.</p>
		<p><b>F) PAYMENT</b></p>
<p><b>44.Contract Price</b></p>	<p><b>44.1</b></p>	<p>The Contract Price shall be as specified in the Form of Contract Agreement to be paid in the currencies indicated in the PARTICULAR CONDITION OF CONTRACT.</p>
	<p><b>44.2</b></p>	<p>Unless indicated otherwise in the PARTICULAR CONDITION OF CONTRACT, and except in the event of a Change as provided for in the Contract, the Contract Price shall be:                  (a) For Repair and Rehabilitation Services, a firm lump sum not subject to any alteration, to be paid according to work progress;                  (b) For Maintenance Services, a quantity valued lump sum to be paid on invoicing;                  (c) For Modification and Improvement Services, a</p>

		<p>quantity valued as stated in the Bill of Quantities for this item;</p> <p>(d) For Emergency Services, a quantity valued as stated in the Bill of Quantities for this item</p>
	<b>44.3</b>	<p>The Service provider shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.</p>
<b>45. Advance Payment</b>	<b>45.1</b>	<p>The Employer shall make advance payment to the Service provider of the amounts and by the date stated in the PARTICULAR CONDITION OF CONTRACT, against provision by the Service provider of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Service provider. Interest will not be charged on the advance payment.</p>
	<b>45.2</b>	<p>The Service provider is to use the advance payment only to pay for Equipment, Plant, Materials, Labour and mobilization expenses required specifically for the execution of the Contract. The Service provider shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.</p>
	<b>45.3</b>	<p>The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Service provider, following the schedule of completed percentages of the Services and Services on a payment basis as indicated in the PARTICULAR CONDITION OF CONTRACT.</p>

<p><b>46. Bill of Quantities</b></p>	<p><b>46.1</b></p>	<p>The Bill of Quantities shall contain items for Groups of Activities which include the provision of services (measured by unit of outputs or of products). The Bill of Quantities for Services shall include, where applicable, the lump-sum and unit price for Repairs and Rehabilitation Services, and unit rates for Modification and Improvement Services and for Emergency Services.</p>
	<p><b>46.2</b></p>	<p>Maintenance Services shall be measured and billed separately and will be remunerated by lump-sum amount for the period of the contract, and paid in accordance with the invoices during the entire Contract period. The values for remuneration of the Maintenance Services are those stated in the Bill of Quantities.</p>
	<p><b>46.3</b></p>	<p>Repair and Rehabilitation Services will be remunerated by the quantities of measurable outputs to be executed in order that the Rig achieves the performance standards specified in the tendering documents. Payments will be made in accordance with the execution of those measured outputs paid by executed services output. The prices shall be those stated in the Bill of Quantities.</p>
	<p><b>46.4</b></p>	<p>Modification and Improvement Services will be remunerated after acceptance by the Employer and shall be paid according to the product unit price using the prices included in the Bill of Quantities.</p>
	<p><b>46.5</b></p>	<p>The Bill of Quantities is used to calculate the Contract Price. The amounts for Maintenance Services and Repair/Rehabilitation Services are to be quantified on the basis of unit prices of the bills of quantities offered in the Service provider's Bid. The Modification and Improvement Services amount included in the Contract is an estimate on the basis of the unit prices included in the Service provider's Bid.</p>

<p><b>47.Measurement</b></p>	<p><b>47.1</b></p>	<p>All the services will be measured in unit rates offered by the service provider, its payment will be subject to the unit pricing and valuations as offered in the bills of quantities. The minimum amounts to be paid shall conform to as stated in the appendix to contract (. Any amounts less than such shall not be submitted for payments but shall await the accruals of subsequent services to be paid. This shall be without PREJUDICE against the service provider to the claims in the event of contract termination.</p>
<p><b>48.Price Adjustments</b></p>	<p><b>48.1</b></p>	<p>Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PARTICULAR CONDITION OF CONTRACT. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:  <b>Particular Condition of Contract = <math>\frac{Ac + Bc I_{mc}}{I_{oc}}</math></b>  where:  Particular Condition of Contract is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”   <b>Ac</b> and <b>Bc</b> are coefficients  <b>I<sub>mc</sub></b> is the index prevailing at the end of the month being invoiced and <b>I<sub>oc</sub></b> is the index prevailing twenty-eight (28) days before Tender opening for inputs payable; both in the specific currency “c”.</p>
	<p><b>48.2</b></p>	<p>If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.</p>

<p><b>49. Monthly Statements and Payments</b></p>	<p><b>49.1</b></p>	<p>The Service provider shall submit to the Engineer monthly statements in the format indicated in the Specifications, subject to the value of services stated in the appendix of the estimated value of Maintenance Services, Repair and Rehabilitation Services, Modification and Improvement Services, and Emergency Services in separated items covering the Services and Services for the corresponding month.</p>
	<p><b>49.2</b></p>	<p>The Engineer shall check the Service provider's monthly statement and certify within fourteen (14) days the amount to be paid to the Service provider.</p>
	<p><b>49.3</b></p>	<p>The value of Services executed shall be certified by the Engineer taking into account the monthly amount included in the Bill of Quantities for Maintenance Services and the achievement of the Performance Standards for the Maintenance Services adjusted for any payment reductions in accordance with GCC Sub-Clause 47.1.</p>
	<p><b>49.4</b></p>	<p>The value of Services executed shall be certified by the Engineer taking into account the value of the quantities of products executed and the prices in the Bill of Quantities.</p>
	<p><b>49.5</b></p>	<p>The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.</p>

<p><b>50. Payments</b></p>	<p><b>50.1</b></p>	<p>Payments shall be adjusted for deductions for advance payments, retention, and reductions for not achieving Performance Standards for Maintenance Services. The Employer shall pay the Service provider the amounts certified by the Engineer in accordance with GCC Clause 49, within twenty-eight (28) days of the date of each certificate. If the Employer makes a late payment, the Service provider shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.</p>
	<p><b>50.2</b></p>	<p>If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Service provider shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute. The interest rate shall be determined as per Sub-Clause 50.1</p>
	<p><b>50.3</b></p>	<p>Unless otherwise stated, all payments and deductions will be paid or charged in the proportions of currencies comprising the Contract Price.</p>
	<p><b>50.4</b></p>	<p>Items of the Services for which no rate or price has been entered in the Bill of Quantities will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.</p>
<p><b>51. Retention and Reductions</b></p>	<p><b>51.1</b></p>	<p>The Employer shall retain the percentage indicated in the PARTICULAR CONDITION OF CONTRACT from each payment due to the Service provider for Rehabilitation Services and Improvement Services, except for the types of services specified in the PARTICULAR CONDITION OF CONTRACT. The regular monthly lump-sum payments for performance-based Maintenance Services will not be subject to retentions, unless indicated in the PARTICULAR CONDITION OF CONTRACT.</p>
	<p><b>51.2</b></p>	<p>On completion of the Repairs/Rehabilitation and Modification/Improvement Services, half the total</p>

		amount retained shall be repaid to the Service provider and the other half after the period stated in the Appendix and the Engineer has certified that all Defects notified by the Engineer to the Service provider have been corrected before the end of this period.
	<b>51.3</b>	On completion of the whole Services and Services, the Service provider may substitute retention money with an “on demand” Bank guarantee.
	<b>51.4</b>	Reduction of monthly payments for Maintenance Services due to non-compliance with the Service Levels will be made as indicated in GCC Sub-Clause 47.1. The amount of Reduction for the days in which the Rig was not complying with the Performance Standards will not be paid or repaid, even after the Service provider re-establishes the quality levels to the standards required by the contract
<b>52. Taxes and Duties</b>	<b>52.1</b>	Except as otherwise specifically provided in the Contract, the Service provider shall bear and pay all taxes, duties, levies and charges assessed on the Service provider, its Subservice providers or their employees by all municipal, state or national government authorities in connection with the Services and Services in and outside of the country where the Site is located.
	<b>52.2</b>	If any tax exemptions, reductions, allowances or privileges may be available to the Service provider in the country where the Site is located, the Employer shall use its best endeavors to enable the Service provider to benefit from any such tax savings to the maximum allowable extent.
	<b>52.3</b>	For the purpose of the Contract, it is agreed that the Contract Price specified in the Form of Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date twenty-eight (28) days prior to the date of tender submission in the country where the Site is located (hereinafter called “Tax”). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Service provider, Subservice

		providers or their employees in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be, in accordance with GCC Clause 37 hereof.
<b>53. Securities</b>	<b>53.1</b>	<p>Issuance of Securities</p> <p>The Service provider shall provide the securities specified below in favor of the Employer at the times, and in the amount, manner and form specified below.</p>
	<b>53.2</b>	<p>Advance Payment Security</p> <p><b>53.2.1</b> The Service provider shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equal to the advance payment calculated in accordance with the corresponding PARTICULAR CONDITION OF CONTRACT to the Contract Agreement, and in the same currency or currencies</p> <p><b>53.2.2</b> The security shall be in the form provided in the tendering documents or in another form acceptable to the Employer. The amount of the security shall be reduced in proportion to the value of the Services and Services executed by and paid to the Service provider from time to time, and shall automatically become null and void when the full amount of the advance payment has been recovered by the Employer. The security shall be returned to the Service provider immediately after its expiration.</p>
	<b>53.3</b>	<p>Performance Security</p> <p><b>53.3.1</b> The Service provider shall, within twenty-eight (28) days of the notification of contract award, provide a security for the due performance of the Contract in the amount specified in the PARTICULAR CONDITION OF CONTRACT.</p> <p><b>53.3.2</b> The security shall be denominated in the currency or currencies of the Contract, or in a freely convertible currency acceptable to</p>

		<p>the Employer, and shall be in one of the forms of guarantees provided in the tendering documents, as stipulated by the Employer in the PARTICULAR CONDITION OF CONTRACT, or in another form acceptable to the Employer.</p> <p><b>53.3.3</b> The security shall automatically become null and void, twelve (12) months after Completion of all Services and Services under the Contract, provided however, that if the Defects Liability Period has been extended on any part of the Services pursuant to GCC Sub-Clause 41.8 hereof, the Service provider shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Service provider immediately after its expiration.</p>
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<p><b>54. Certificate of Completion</b></p>	<p><b>54.1</b></p>	<p>The Service provider shall request the Engineer to issue a Certificate of Completion of the Repairs and Rehabilitation Services, Modification/Improvement Services and Emergency Services, or parts thereof, as applicable, and the Engineer will do so upon deciding that the work is completed.</p>
<p><b>55. Final Statement</b></p>	<p><b>55.1</b></p>	<p>The Service provider shall supply the Engineer with a detailed account of the total amount that the Service provider considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defects Liability Certificate and certify any final payment that is due to the Service provider within forty-five (45) days of receiving the Service provider's account if it is correct and complete. If it is not, the Engineer shall issue within forty-five (45) days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Service provider and issue a payment certificate.</p>
<p><b>56. Discharge</b></p>	<p><b>56.1</b></p>	<p>Upon submission of the Final Statement, the Service provider shall give to the Engineer, a written discharge confirming that the total of the Final Statement represents full and final settlement of all monies due to the Service provider arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment due under the Final Payment Certificate issued pursuant to Sub-Clause 55 has been made and the performance security referred to in Sub-Clause 53.3, if any, has been returned to the Service provider.</p>
<p><b>57. As Built Drawings and Manuals</b></p>	<p><b>57.1</b></p>	<p>If "as built" Drawings and/or manuals are required, the Service provider shall supply them by the dates stated in the PARTICULAR CONDITION OF CONTRACT.</p>
	<p><b>57.2</b></p>	<p>If the Service provider does not supply the Drawings and/or manuals by the dates stated in the PARTICULAR CONDITION OF CONTRACT, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the PARTICULAR CONDITION OF CONTRACT from payments due to the Service provider.</p>

		<b>G) <u>REMEDIES</u></b>
<b>58. Suspension</b>	<b>58.1</b>	<p>The Employer may request the Engineer, by notice to the Service provider, to order the Service provider to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Service provider shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Site and Services) until ordered in writing to resume such performance by the Engineer.</p> <p>If, by virtue of a suspension order given by the Engineer, other than by reason of the Service provider's default or breach of the Contract, the Service provider's performance of any of its obligations is suspended for an aggregate period of more than ninety (45) days, then at any time thereafter and provided that at that time such performance is still suspended, the Service provider may give a notice to the Engineer requiring that the Employer shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with GCC Sub-Clause 63.1, excluding the performance of the suspended obligations from the Contract.</p> <p>If the Employer fails to do so within such period, the Service provider may, by a further notice to the Engineer, elect to treat the suspension as termination of the Contract under GCC Sub-Clause 59.1.</p>
	<b>58.2</b>	<p>If</p> <p>(a) the Employer has failed to pay the Service provider any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the Contract, or commits a substantial breach of the Contract, the Service provider may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in GCC Sub-Clause 50.1, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy</p>

		<p>the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Service provider’s notice; or</p> <p>(b) the Service provider is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer’s failure to provide possession of or access to the Site, or failure to obtain any governmental permit under the Employer’s responsibility and necessary for the execution and/or completion of the Services and Services,</p> <p>then the Service provider may by fourteen (14) days’ notice to the Employer suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.</p>
	<p><b>58.3</b></p>	<p>If the Service provider’s performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 58, then the Time for Completion shall be extended in accordance with GCC Sub-Clause 64, and any and all additional costs or expenses incurred by the Service provider as a result of such suspension or reduction shall be paid by the Employer to the Service provider in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Service provider’s default or breach of the Contract.</p>
	<p><b>58.4</b></p>	<p>During the period of suspension, the Service provider shall not remove from the Site any Plant and Equipment or any Service provider’s Equipment, without the prior written consent of the Employer.</p>

<b>59.Termination</b>	<b>59.1</b>	<p>Termination for Employer’s Convenience</p> <p><b>59.1.1</b> The Employer may at any time terminate the Contract for any reason by giving the Service provider a notice of termination that refers to this GCC Sub-Clause 59.1.</p> <p><b>59.1.2</b> Upon receipt of the notice of termination under GCC Sub-Clause 59.1.1, the Service provider shall either immediately or upon the date specified in the notice of termination</p> <ul style="list-style-type: none"><li>(a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Services and Services already executed, or any work required to leave the Site in a clean and safe condition,</li><li>(b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii) below,</li><li>(c) remove all Service provider’s Equipment from the Site, repatriate the Service provider’s and its Subservice providers’ personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition.</li><li>(d) In addition, the Service provider, subject to the payment specified in GCC Sub-Clause 59.1.3, shall<ul style="list-style-type: none"><li>(i) deliver to the Employer the parts of the Services executed by the Service provider up to the date of termination,</li><li>(ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Service provider to the Services and Services and to the Plant and Equipment as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Service</li></ul></li></ul>
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		<p>provider and its Subservice providers</p> <p>(iii) deliver to the Employer all non-proprietary drawings, specifications and other documents prepared by the Service provider or its Subservice providers as at the date of termination in connection with the Services.</p> <p><b>59.1.3</b> In the event of termination of the Contract under GCC Sub-Clause 59.1.1, the Employer shall pay to the Service provider the following amounts:</p> <p>(a) the Contract Price, properly attributable to the parts of the services and services executed by the Service provider as of the date of termination,</p> <p>(b) the costs reasonably incurred by the Service provider in the removal of the Service provider’s Equipment from the Site and in the repatriation of the Service provider’s and its Subservice providers’ personnel,</p> <p>(c) any amounts to be paid by the Service provider to its Subservice providers in connection with the termination of any subcontracts, including any cancellation charges,</p> <p>(d) the costs incurred by the Service provider in protecting and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 59.1.2,</p> <p>(e) the cost of satisfying all other obligations, commitments and claims that the Service provider may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.</p>
	<p><b>59.2</b></p>	<p>Termination for Service provider’s Default</p> <p><b>59.2.1</b> The Employer, without prejudice to any</p>

		<p>other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Service provider, referring to this GCC Sub-Clause 59.2:</p> <ul style="list-style-type: none"><li>(a) if the Service provider becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Service provider is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Service provider takes or suffers any other analogous action in consequence of debt;</li><li>(b) if the Service provider assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 13;</li><li>(c) if the Service provider, in the judgment of the Employer has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract.</li></ul> <p>For the purpose of this Sub-Clause:</p> <ul style="list-style-type: none"><li>(i) “corrupt practice”<sup>8</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</li><li>(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</li><li>(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to</li></ul>
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		<p>influence improperly the actions of another party;</p> <p>(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(v) “obstructive practice” is</p> <p>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or</p> <p>(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Sub-Clause 1.15 [Inspections and Audits by the Bank].</p> <p><b>59.2.2</b> If the Service provider</p> <p>(a) has abandoned or repudiated the Contract</p> <p>(b) has without valid reason failed to commence work on the Rig promptly or has suspended (other than pursuant to GCC Sub-Clause 58.2) the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed,</p> <p>(c) persistently fails to execute the Contract in accordance with the Contract, such</p>
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		<p>failure being defined in the PARTICULAR CONDITION OF CONTRACT, or persistently neglects otherwise to carry out its obligations under the Contract without just cause,</p> <p>(d) refuses or is unable to provide sufficient materials, services or labour to execute and complete the Services and Services in the manner specified in the program furnished under GCC Clause 17 at rates of progress that give reasonable assurance to the Employer that the Service provider can attain completion of the services and services by the Time for Completion as extended,</p> <p>then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Service provider stating the nature of the default and requiring the Service provider to remedy the same. If the Service provider fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Service provider that refers to this GCC Sub-Clause 59.2.</p> <p><b>59.2.3</b> Upon receipt of the notice of termination under GCC Sub-Clauses 59.2.1 or 59.2.2, the Service provider shall, either immediately or upon such date as is specified in the notice of termination,</p> <p>(a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Services and Services already executed, or any work required to leave the Site in a clean and safe condition</p> <p>(b) terminate all subcontracts, except those to be assigned to the Employer based on the Employer's written request,</p>
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		<p>(c) deliver to the Employer all drawings, specifications and other documents prepared by the Service provider or its Subservice providers as of the date of termination in connection with the Services and Services.</p> <p><b>59.2.4</b> The Service provider shall be entitled to be paid the Contract Price attributable to the Services and Services executed as of the date of termination, and the costs, if any, incurred in protecting and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 59.2.3. Any sums due the Employer from the Service provider accruing prior to the date of termination shall be deducted from the amount to be paid to the Service provider under this Contract.</p>
	<p><b>59.3</b></p>	<p>Termination by Service provider</p> <p><b>59.3.1</b> If</p> <p>(a) the Employer has failed to pay the Service provider any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to GCC Clause 50, or commits a substantial breach of the Contract, the Service provider may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in GCC Sub-Clause 50.2, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Service provider’s notice, or</p> <p>(b) the Service provider is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer,</p>

		<p>including but not limited to the Employer's failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit under the Employer's responsibility and necessary for the execution and/or completion of the Services and Services,</p> <p>then the Service provider may give a notice to the Employer thereof, and if the Employer has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Service provider is still unable to carry out any of its obligations under the Contract for any reason attributable to the Employer within twenty-eight (28) days of the said notice, the Service provider may by a further notice to the Employer referring to this GCC Sub-Clause 59.3.1, forthwith terminate the Contract.</p> <p><b>59.3.2</b> The Service provider may terminate the Contract forthwith by giving a notice to the Employer to that effect, referring to this GCC Sub-Clause 59.3.2, if the Employer becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Employer takes or suffers any other analogous action in consequence of debt.</p> <p><b>59.3.3</b> If the Contract is terminated under GCC Sub-Clauses 59.3.1 or 59.3.2, then the Service provider shall immediately</p> <p>(a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Rig already executed, or any work required to leave the Site in a clean and safe condition,</p>
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		<p>(b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii),</p> <p>(c) remove all Service provider's Equipment from the Site and repatriate the Service provider's and its Subservice providers' personnel from the Site.</p> <p>(d) In addition, the Service provider, subject to the payment specified in GCC Sub-Clause 59.3.4, shall</p> <ul style="list-style-type: none"><li>(i) deliver to the Employer the parts of the Rig executed by the Service provider up to the date of termination,</li><li>(ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Service provider to the Rig and to the Plant and Equipment as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Service provider and its Subservice providers,</li><li>(iii) deliver to the Employer all drawings, specifications and other documents prepared by the Service provider or its Subservice providers as of the date of termination in connection with the Services and Services.</li></ul> <p><b>59.3.4</b> If the Contract is terminated under GCC Sub-Clauses 59.3.1 or 59.3.2, the Employer shall pay to the Service provider all payments specified in GCC Sub-Clause 59.1.3, and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Service provider arising out of, in connection with or in consequence of such termination.</p> <p><b>59.3.5</b> Termination by the Service provider pursuant to this GCC Sub-Clause 59.3 is without prejudice to any other rights or remedies of the Service provider that may be exercised in lieu of or in addition to</p>
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		rights conferred by GCC Sub-Clause 59.3.
	<b>59.4</b>	In this GCC Clause 59, in calculating any monies due from the Employer to the Service provider, account shall be taken of any sum previously paid by the Employer to the Service provider under the Contract, including any advance payment paid pursuant to the Contract.
		<b>H) <u>PROVISIONAL SUM</u></b>
<b>60.Provisional Sum</b>	<b>60.1</b>	“Provisional Sum” means a sum included in the Contract for use when authorized by the Employer for Emergency Services and for contingencies, which sum may be used, in whole or in part, or not at all, on the instructions of the Employer. The Service provider shall be entitled to only such amounts in respect of the work, supply or contingencies to which such Provisional Sums relate as the Engineer shall determine in accordance with this Clause.
<b>61.Use of Provisional Sum for Emergency Services</b>	<b>61.1</b>	After detecting a situation which in the opinion of the Service provider justifies the execution of Emergency Services or otherwise as defined in GCC Clause 29, the Service provider shall submit a Technical Report to the Engineer characterizing the situation, and state estimated services quantities to correct the emergency situation, and a Lump Sum price quotation for the Emergency Services to be carried out. The price quotation should be based on the Specifications stated in Section VII using the unit prices included in the Bill of Quantities.
	<b>61.2</b>	If the execution of the Emergency Services require any activity not priced in the Bill of Quantities, the Service provider will use the price breakdowns included in the Service provider’s Tender in order to form the unit prices of the unpriced items to be included in the Price Quotation of the Emergency Services, all in accordance with agreed methodology for approving new prices.
	<b>61.3</b>	Upon receiving the request for Emergency Services including a Price Quotation, the Engineer may issue a Work Order in accordance with GCC Sub-Clause 29.2 for execution of the Emergency Services for a Lump-Sum amount with a payment Schedule agreed with the Service provider. The cost of these Services

		will be covered by the amounts included in the Provisional Sum.
<b>62. Use of Provisional Sum for Contingencies</b>	<b>62.1</b>	The use of the Provisional Sum to cover for Contingencies will be done under the control and initiative of the Engineer in accordance with the conditions of the Contract.
		<b>I) <u>CHANGE IN CONTRACT ELEMENTS</u></b>

<p><b>63. Change in Assignments to Service provider</b></p>	<p><b>63.1</b></p>	<p>Introducing a Change</p> <p><b>63.1.1</b> If so indicated in the PARTICULAR CONDITION OF CONTRACT, the Employer shall have the right to propose, and subsequently require, that the Engineer order the Service provider from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Assignments to the Service provider (hereinafter called “Change”), provided that such Change falls within the general scope of the Assignment and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Services and Services and the technical compatibility of the Change envisaged with the nature of the Services and Services as specified in the Contract.</p> <p><b>63.1.2</b> If so indicated in the PARTICULAR CONDITION OF CONTRACT, the Service provider may from time to time during its performance of the Contract propose to the Employer (with a copy to the Engineer) any Change that the Service provider considers necessary or desirable to improve the quality, efficiency or safety of the Services and Services. The Employer may at its discretion approve or reject any Change proposed by the Service provider.</p> <p><b>63.1.3</b> Notwithstanding GCC Sub-Clauses 63.1.1 and 63.1.2, no change made necessary because of any default of the Service provider in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.</p> <p><b>63.1.4</b> The procedure on how to proceed with and execute Changes is specified in GCC Sub-Clauses 63.2 and 63.3, further details and sample forms are provided in the Sample Forms and Procedures section in the tendering documents.</p>
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	<p><b>63.2</b> Changes Originating from Employer</p> <p><b>63.2.1</b> If the Employer proposes a Change pursuant to GCC Sub-Clause 63.1.1, it shall send to the Service provider a “Request for Change Proposal,” requiring the Service provider to prepare and furnish to the Engineer, as soon as reasonably practicable, a “Change Proposal,” which shall include the following:</p> <ul style="list-style-type: none"><li>(a) brief description of the Change</li><li>(b) effect on the Time for Completion</li><li>(c) estimated cost of the Change</li><li>(d) effect on Functional Guarantees (if any)</li><li>(e) effect on any other provisions of the Contract</li></ul> <p><b>63.2.2</b> Prior to preparing and submitting the “Change Proposal,” the Service provider shall submit to the Engineer an “Estimate for Change Proposal,” which shall be an estimate of the cost of preparing and submitting the Change Proposal.</p> <p>Upon receipt of the Service provider’s Estimate for Change Proposal, the Employer shall do one of the following:</p> <ul style="list-style-type: none"><li>(a) accept the Service provider’s estimate with instructions to the Service provider to proceed with the preparation of the Change Proposal,</li><li>(b) advise the Service provider of any part of its Estimate for Change Proposal that is unacceptable and request the Service provider to review its estimate,</li><li>(c) advise the Service provider that the Employer does not intend to proceed with the Change.</li></ul> <p><b>63.2.3</b> Upon receipt of the Employer’s instruction to proceed under GCC Sub-Clause 63.2.2 (a), the Service provider shall, with proper expedition, proceed with the preparation of</p>
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		<p>the Change Proposal, in accordance with GCC Sub-Clause 63.2.1.</p> <p><b>63.2.4</b> The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If such rates and prices are inequitable, the parties thereto shall agree on specific rates for the valuation of the Change.</p> <p><b>63.2.5</b> If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith, and with all other Change Orders that have already become binding upon the Service provider under this GCC Clause 63, would be to increase or decrease the Contract Price as originally set forth in the Contract Agreement by more than fifteen percent (15%), the Service provider may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If the Employer accepts the Service provider's objection, the Employer shall withdraw the proposed Change and shall notify the Service provider in writing thereof.</p> <p>The Service provider's failure to so object shall neither affect its right to object to any subsequent requested Changes or Change Orders herein, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Service provider represents.</p> <p><b>63.2.6</b> Upon receipt of the Change Proposal, the Employer and the Service provider shall mutually agree upon all matters therein contained. Within fourteen (14) days after such agreement, the Employer shall, if it intends to proceed with the Change, issue the Service provider with a Change Order.</p> <p>If the Employer is unable to reach a decision within fourteen (14) days, it shall notify the</p>
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		<p>Service provider with details of when the Service provider can expect a decision.</p> <p>If the Employer decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Service provider accordingly. Under such circumstances, the Service provider shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Service provider in its Estimate for Change Proposal submitted in accordance with GCC Sub-Clause 63.2.2.</p> <p><b>63.2.7</b> If the Employer and the Service provider cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, the Employer may nevertheless instruct the Service provider to proceed with the Change by issue of a “Pending Agreement Change Order.”</p> <p>Upon receipt of a Pending Agreement Change Order, the Service provider shall immediately proceed with effecting the Changes covered by such Order. The parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.</p> <p>If the parties cannot reach agreement within sixty (60) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to the Adjudicator in accordance with the provisions of GCC Sub-Clause 6.1.</p>
	<p><b>63.3</b></p>	<p>Changes Originating from Service provider</p> <p><b>63.3.1</b> If the Service provider proposes a Change pursuant to GCC Sub-Clause 63.1.2, the Service provider shall submit to the Engineer a written “Application for Change Proposal,” giving reasons for the proposed Change and including the information</p>

		<p>specified in GCC Sub-Clause 63.2.1.</p> <p>Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Sub-Clauses 63.2.6 and 63.2.7. However, should the Employer choose not to proceed, the Service provider shall not be entitled to recover the costs of preparing the Application for Change Proposal.</p>
<p><b>64. Extension Time for Completion</b></p>	<p><b>64.1</b></p>	<p>The Time(s) for Completion specified in the PARTICULAR CONDITION OF CONTRACT shall be extended if the Service provider is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:</p> <ul style="list-style-type: none"> <li>(a) any Change in the Services and Services as provided in GCC Clause 63,</li> <li>(b) any occurrence of Force Majeure as provided in GCC Clause 38 and unforeseen conditions as provided in GCC Clause 36,</li> <li>(c) any suspension order given by the Employer under GCC Clause 58,</li> <li>(d) any changes in laws and regulations as provided in GCC Clause 37, or</li> <li>(e) any default or breach of the Contract by the Employer, or any activity, act or omission of any other service providers employed by the Employer, or</li> <li>(f) any other matter specifically mentioned in the Contract</li> </ul> <p>by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Service provider.</p>
	<p><b>64.2</b></p>	<p>Except where otherwise specifically provided in the Contract, the Service provider shall submit to the Engineer a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As</p>

		soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Service provider shall agree upon the period of such extension. In the event that the Service provider does not accept the Employer's estimate of a fair and reasonable time extension, the Service provider shall be entitled to refer the matter to an Adjudicator, pursuant to GCC Sub-Clause 6.1.
	<b>64.3</b>	The Service provider shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

<p><b>65. Release from Performance</b></p>	<p><b>65.1</b></p>	<p>If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Service provider, the Engineer shall certify that the Contract has been frustrated. The Service provider shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.</p>
<p><b>66. GENERAL CONDITIONS OF MAINTENANCE</b></p>		<p><b>GENERAL CONDITIONS OF MAINTENANCE</b></p> <p>Before the commencement of the services under this Contract, the following conditions will have to be fulfilled:</p> <p>Drilling rig Equipment will have been installed in accordance with manufacturer's recommendations and in good running condition. If this is not the case, SERVICE PROVIDER will, upon an agreed cost with EMPLOYER put the affected drilling rig equipment in order before the commencement.</p> <p>SERVICE PROVIDER shall ensure that materials used and services done are in accordance with regulations in force.</p> <p>Where the drilling rig equipment requires an overhaul, SERVICE PROVIDER shall provide a report to enable THE EMPLOYER to take decision for its repair to be effected.</p> <p>Where the drilling rig equipment was not sold by SERVICE PROVIDER, the spare parts will be acquired from the local agents. If this is not readily available, SERVICE PROVIDER will not be held responsible for any delays and may offer to replace the materials upon an agreed quotation to THE EMPLOYER.</p> <p>At the end of the contract, the service provider shall ensure that all materials and drilling rig equipment are in good working condition.</p> <p>Services not covered by this Contract shall be advised to THE EMPLOYER in time, giving estimate for repairs.</p> <p>The Supplier of the equipment will provide warranty for the spares and expenses.</p> <p>It is however the responsibility of the SERVICE</p>

	<p>PROVIDER to ensure that equipment are competently maintained to the standard of the manufacturer's recommendation by engaging competent technical staff and following all recommended procedures. All spares supplied by the SERVICE PROVIDER shall be deemed genuine and if they fail within a time frame that is considered reasonably low, shall be replaced by the service provider without any extra charge to the EMPLOYER.</p> <p>SERVICE PROVIDER undertakes to service and maintain the drilling rigs and other support machineries at outlets as per list of equipment agreed on by both parties at the beginning of the Contract. The said list shall be updated quarterly.</p> <p>The costs of preparing the proposal and of negotiating the Contract, including any visit to the Procuring entity are not reimbursable as a direct cost of the assignment; and</p> <p>The Procuring entity is not bound to accept any of the proposals submitted.</p> <p>All the terms and conditions given in the contract document (PART 3-SECTION IX)of the performance specifications take precedence for the execution of the maintenance and repair services.</p>
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<p><b>67.OTHER CONDITIONS</b></p>	<p><b>OTHER CONDITIONS</b></p> <p><b>Service Execution</b></p> <p>(i) The Tenderer shall include a project plan detailing the programme of deployment, starting dates and personnel for the complete execution of the contract for the Employer’s approval.</p> <p>(ii) A chart indicating various tasks to be performed to accomplish the service. The Chart will also indicate where the Service provider/Supplier or the Employer is responsible for the specific activity.</p> <p>(iii) If at any time during the execution of the supply contract it is found necessary to modify the approved chart the Service provider/Supplier will inform the Employer and submit a modified chart for approval</p> <p>(iv) The project plan and work programme must demonstrate how it MUST comply with each of the services required and MUST be linked to the Quantities specified</p>
<p><b>68.OPERATING PROCEDURES</b></p>	<p><b>Operating Procedures</b></p> <ol style="list-style-type: none"> <li>i. The servicing schedule will be in accordance with the manufacturer’s recommendations and any changes or alterations as defined by the Employer</li> <li>ii. CGB will make available, to the service provider any mobile plant that is due to have scheduled maintenance or servicing. However, for operational reasons, some mobile plants may not be available for scheduled maintenance and the CGB is under no obligation to make the mobile plant available.</li> <li>iii. The service provider will be notified with an emailed service order by CGB Engineer when a mobile plant is due for maintenance or repair. This notification will include description of fault and requested date of submission.</li> <li>iv. The service provider/service provider will inspect the vehicle and quote for the repairs within three days.</li> <li>v. The CGB will approve the repairs and issue a</li> </ol>

		<p>purchase order.</p> <p>vi. Where additional services or parts are required for completion of services, the service provider shall send a quote of the additional parts to the Manager for approval before any additional spare part can be used.</p> <p>vii. The service provider shall always aim to complete the repairs within the shortest time possible. In case of delays due to stock outs, the service provider shall confirm in writing to the CGB Engineer when the part will be available. The stipulated time limit for availing the spare parts is 14 working days.</p> <p>viii. For routine service of the Drilling Rig, CGB shall send the drilling rig and other support vehicles and the service provider/service provider shall carry out service based on contracted prices. The cost of transporting and storage of the drilling rigs/vehicles shall be covered by the service provider/service provider.</p> <p>ix. The contract period will be for two (2) years</p>
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<p><b>69.DELIVERABLES</b></p>	<p><b>DELIVERABLES</b></p> <p>At the conclusion of the delivery and deployment, the EMPLOYER requires written summary executive documentation and detailed technical documentation. The documentation should consist of the following:</p> <p><b>Detailed technical report</b></p> <p>A document developed for the use by Employer’s technical personnel which discusses: the solution configurations, the changes in the infrastructure, recommendations for further improvements, integration with other technologies.</p> <p><b>Executive summary report</b></p> <p>A document developed to summarize the suitability of the solution including benefits, scope, approach, findings and recommendations, in a manner suitable for senior management.</p> <p><b>Project Management Approach</b></p> <p>Include the method and approach used to manage the overall service and client correspondence. Briefly describe how the engagement proceeds from beginning to end.</p> <p><b>Compressive Manuals (where applicable)</b></p> <p>Technical/Administrative Manual: These should include detailed step by step guidance on full installation, maintenance, administration, patching, upgrades etc.</p> <p>User manual: A user manual with information necessary for the normal user.</p> <p><b>Transfer of knowledge/Training</b> Include a schedule for training of the Employer’s staff on existing installations and also new technological advancements.</p>
<p><b>70. QUALITY OF SERVICES AND SPARE PARTS.</b></p>	<p><b>Quality of Services and Spare Parts.</b></p> <p>All Spare parts shall be genuine original and manufacturer’s approved parts. CGB shall inspect parts supplied to ensure they are new, genuine and without defects. All used parts shall be set aside for verification before disposal and remain CGB’s property</p> <p>Service provider to state warranty conditions</p>

	<p>applicable to spare parts</p> <p>Spare parts for minor service must be locally available within 24hrs upon receipt of LPO to CGB operation site</p> <p>Spare parts for breakdown service must be available within 14 working days upon receipt of LPO to CGB operation site</p> <p>The service provider will perform all services to the highest quality to a level that is in accordance with equipment Manual or standard provided by the CGB.</p> <p>Where no specific instructions are provided by the manufacturer, the Service provider/Service Provider will maintain a standard in keeping with the highest levels in the automotive industry, based on the mobile plant Rig worthiness testing to Kenyan acceptable standards.</p> <p>The interior of the equipment will be protected at all times to ensure that the interior furnishings are not damaged or soiled in any way.</p> <p>The Service provider shall not tamper with any part of the equipment which does not require inspection or repair. The Service provider/Service Provider will be responsible for the repair or replacement of any parts that are damaged through such unauthorized services.</p> <p>All service and repair work shall be approved by a CGB Engineer /Technician. Any unsatisfactory work as identified by the CGB Engineer /Technician shall be rectified by the Service provider at its own expenses.</p>
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<p><b>71.ACCEPTANCE OF COMPLETED SERVICES</b></p>		<p><b>Acceptance of Completed services</b></p> <p>a) The Service and Repair shall be executed to the satisfaction of CGB.</p> <p>b) The spare parts supplied shall conform to the manufacturer’s recommendations or other equivalent acceptable industrial standards and standards mentioned in this Contract document.</p> <p>c) The spare parts to be supplied shall be new, not previously used or refurbished and are fit for the purposes described in this Proposal.</p> <p>d) The Service provider/Service Provider shall provide warranty for all spare parts supplied.</p> <p>e) The Service provider/Service Provider shall provide warranty against work done.</p>
<p><b>72.</b></p>		<p><b>Pricing</b></p> <p>Bidders shall indicate prices for services and supplies to be provided during repair and maintenance activities. These are:</p> <p>a) Service: Service prices shall be provided per model of Drilling Rig or vehicle as indicated in the Price Schedule Tables below.</p> <p>b) Supplies of commonly used spare parts for use in Repairs.</p> <p>Prices for commonly used spares shall be provided for each model of vehicle quoted for in the price schedule. For spares not provided during the tendering stage, CGB shall request for a proforma invoice from the bidder and seek for internal approval before issue of an LPO.</p>

**Section VII: Particular Conditions of Contract (PCC)**

The following Particular Conditions shall supplement the GCC. They are to be completed by the Employer and presented as part of the Tendering Documents. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

**Reference to GCC clauses**

1	<p><b>The site is the area:</b></p> <p>The services and services are for the drilling rig that is owned by the County Government of Bungoma. The Drilling Rigs under this contract are attached.</p> <p><b>The name of the Engineer is:</b></p> <p><b><i>THE CHIEF OFFICER, Department of Water and Natural Resources, P.O. Box 634- 50200 Bungoma</i></b></p>
3	<p>The following documents are also part of the Contract:</p> <ul style="list-style-type: none"> <li>(a) Invitation to tender</li> <li>(b) Instructions to tenderers</li> <li>(c) Conditions of Contract - Part I(GCC)</li> <li>(d) Conditions of Contract - Part II(PCC)</li> <li>(e) Adjudication rules for the Construction Industry (October 2003) by Chartered Institute of Arbitrators (Kenya)</li> <li>(f) Standard Specifications</li> <li>(g) Special Specifications</li> <li>(h) Letter of Application</li> <li>(i) Form of Tender and Appendix to Form of Tender</li> <li>(j) Schedule of Rates</li> <li>(k) Schedules of Supplementary Information</li> <li>(l) Form of Contract Agreement</li> <li>(m) Form of Performance Security</li> <li>(n) Drawings</li> <li>(o) Tender Addenda (tender notices).</li> </ul>
4	<p>The language of the Contract and the law governing the Contract is <b><i>English</i></b></p>

5	<p>The address of the Employer is:  <b>The Chief Officer</b>  <b>Water and Natural Resources,</b>  <b>P.O. Box 437 – 50 200</b>  <b>Bungoma</b></p> <p>The address of the Engineer is:  <b>THE CHIEF OFFICER,</b>  <b>Department of Water and Natural Resources,</b>  <b>P.O. Box 634– 50200</b>  <b>Bungoma</b></p>
6	Dispute Resolution Method used: <b>DRB</b>
6.1.2	The Appointing Authority is: <b>The Chartered Institute of Arbitrators -Kenya.</b>
6.1.3	Arbitration Proceedings shall be conducted in accordance with the following rules of procedure: <b>Adjudication Rules for the Construction Industry (October 2003) by Chartered Institute of Arbitrators (Kenya)</b>
10.1	The Start Date shall be not later than <b>14 days</b> after the issuance of the Letter Order to Commence by the Employer.
10.2	The Time Schedule for the achievement of specific Service Levels is: <b>See Section IX: Performance Specifications</b>
12.2	The Service provider may subcontract under his own responsibility and without prior approval of the Employer the following Services and Services provided they do not represent more than <b>30 percentage</b> of the contract value
14.2	The Employer shall give full possession of and access to the Site on within <b>14 days</b> after the issuance of Commencement Order by the Engineer
19.2 (h) i	The provisions concerning HIV-AIDS prevention doesn't apply.
25.2	The Service provider shall establish a Self-Control Unit.
35.1	The Service provider shall take out and maintain in effect the following insurances in the sums and deductibles shown below: <ul style="list-style-type: none"> <li>• <b>Minimum Third-Party Insurance – 0.3% of Contract Value</b></li> </ul>
39.1	The Time for Completion are the following: <b>36 Months for maintenance services (PBC) and 36 Months for modification/improvement services</b>
39.4	Payment reductions and Liquidated damages will be charged as <b>penalty</b> for delay in meeting the service level requirements for periods beyond <b>30 days</b> and are not recoverable in the subsequent monthly payment certificates.

43.1	<p><b>Penalty for not attending to repair(s)</b></p> <p>“If the Service provider trims/excavates or dismantles any components for repair/service and fails to seal or assemble within a period of 48 hours from the time of the dismantle/disassembly, penalty shall be charged to the service provider in the next due certificate at a rate of Kshs. 50,000.00 per week.</p>
44.1	The payment of the Contract Price will be made in the following currency: <b><i>Kenya Shillings</i></b>
45.1	The amount of the Advance Payment is: <b><i>No Advance Payment</i></b>
48.1	Price Adjustments does <b>NOT</b> apply in this Contract
53.3.1	The amount of the Performance Security is: <b><i>10% of Contract price</i></b>
53.3.2	The form of guarantee shall only be in the form of an unconditional bank Guarantee
59.2.2(c)	Persistence failure to comply with the required service levels for a continuous period of <b>three (3) months</b> will lead to termination of the Contract.
63.1.1	The Employer has the right to propose a change in the contract: <b><i>Yes</i></b>

**SECTION VIII: STANDARD CONTRACT FORMS**

**A) SF-1: Form of Agreement**

**FORM OF AGREEMENT**

THIS AGREEMENT is made on the.....day of .....between the **COUNTY GOVERNMENT OF BUNGOMA of P.O Box 437 – 50 200, Bungoma Kenya** hereinafter called "the Employer" of the one part And

.....  
.....  
hereinafter called "the Service provider" of the other part.

WHEREAS the Employer is desirous that certain services should be executed, viz.

**FRAMEWORK PROVISION AGREEMENT FOR REPAIRS, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR COUNTY GOVERNMENT OF BUNGOMA**

and has accepted a Contract by the Service provider for the execution completion and maintenance of such services NOW THIS AGREEMENT WITNESSES as follows:

In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- ❖ The Contract Agreement;
- ❖ The Letter of award by the Employer
- ❖ The Letter of Acceptance by the Service provider;
- ❖ The Form of Contract and Appendix to the Form of Contract;
- ❖ The Conditions of Contract Part I(GCC);
- ❖ The Conditions of Contract Part II(PCC);
- ❖ The Standard Specifications;
- ❖ The Special Specifications;
- ❖ The Drawings;
- ❖ The priced Bill of quantities;
- ❖ Conditions to the Contract and instructions to the Service provider;

All aforesaid documents are hereinafter referred to as "The Contract".

In consideration of the payment to be made by the Employer to the Service provider, the Service provider hereby covenants with the Employer to execute, complete and maintain the services in conformity in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the Service provider in consideration of the execution, completion and maintenance of the services for the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS HEREOF the parties that have caused this Agreement to be executed this .....day of .....

SEALED with the Common Seal of

***(COUNTY GOVERNMENT OF BUNGOMA)***

.....

In the presence of

1. ***Chief Officer***  
***Signed .....*** ***Date.....***
2. ***County Legal Officer*** )  
***Signed .....*** ***Date.....***

SEALED with the Common Seal of

***(Insert the Name of Tender)***

.....)

In the presence of )

1. ***Contracted Company Director:***

***Name.....Signed.....Date.....)***

2. ***Director/Secretary:***

***Name.....Signed.....Date.....)***

**B) SF-2: Form of Performance Bank Guarantee (Unconditional)**

**FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

To:

**The Chief Officer**  
**Ministry of Water, Environment and Natural Resources**  
**P.O. Box 634 - 50200**  
**Bungoma**

1. WHEREAS .....  
(hereinafter called the Service provider) has undertaken in pursuance of contract No.:.....  
.....dated.....to execute the

**FRAMEWORK PROVISION AGREEMENT FOR REPAIRS, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR COUNTY GOVERNMENT OF BUNGOMA**  
(hereinafter called the "Contract")

2 AND WHEREAS it has been stipulated by you in the said Contract that the Service provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified in the Appendix to Form of Tender as security for compliance with his obligations in accordance with the Contract;

3. AND WHEREAS we have agreed to give the Service provider such a Bank Guarantee;

1. NOW THEREFORE we (name of Bank)  
.....  
.....

(hereinafter called "the Bank") hereby affirm that we are the Guarantor and responsible to you on behalf of the Service provider up to a total of Kshs.....Amount in words.....

.....and we undertake to pay to you, upon your first written demand and without cavil or argument, any sum or sums within and up to the limits as aforesaid without your needing to prove or show grounds or reasons for the sum specified therein.

We hereby waive the necessity of you demanding the said debt from the Service provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract Documents which may be made between you and the Service provider shall in any way release us from any liability under this Guarantee and we hereby waive notice of any such change, addition or modification

This Guarantee shall be valid until 28 days after issuing of the Defects Liability Certificate.

AUTHORISED SIGNATORY FOR THE BANK.....

Name of bank.....

Address.....

Date .....

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

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

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

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within **21 days** of the date of this letter but not earlier than **14 days** from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

## **PART 3 – Specifications**

### **1.1 SECTION IX: PERFORMANCE SPECIFICATIONS**

#### **A) Introduction**

County Government of Bungoma (CGB) is tasked towards ensuring supply of clean and safe water to its citizen. CGB owns and operates a fleet of Truck-mounted Drilling rig and Test Pumping unit which are currently drilling in Kimilili ward, which is approximately 40 kilometers from Bungoma Town.

CGB seeks to enter into a two (2) Year with a firm who are Dealers of the stated equipment for general repair, service & maintenance of the Drilling Rig equipment together with additional modification, improvement and emergency services and services that may arise.

#### **B) Scope and description of services and services**

The repair services and maintenance services under the contract will cover Drilling Rigs and other support vehicles/trucks owned by the County Government of Bungoma. The County Government of Bungoma has a full drilling rig fleet comprising of a Drilling Rig unit supported by a 6x4 truck, Test Pumping Unit supported by a 4x2 truck, 6x4 truck to carry drilling tools and a 4x4 double cab to carry the drilling personnel all located within the County Government of Bungoma. The scope of work shall be Repair & Maintenance of CGB drilling rig fleet as described and listed in the section below, and shall include but not limited to the following:

- Provision of spare parts
- Installation of spare parts and repair
- Minor Service: All inspections, replacements and procedures to be done during the Minor Service shall be carried out as outlined in the equipment maintenance manual and at time intervals as recommended in the maintenance manual.
- Major Service: All inspections, replacements and procedures to be done during the Major Service shall be carried out as outlined in the equipment maintenance manual and at time intervals as recommended in the maintenance manual.
- Break-down Services: Breakdown service is any unscheduled service resulting from unexpected failure of equipment. Breakdown service is aimed at restoring the equipment to normal operation as soon as possible to minimize downtime.

**i. Performance based Routine Maintenance Services**

The repair services and or maintenance service of the drilling rig fleet shall involve INSPECTION AND REPLACEMENT OF GENUINE PARTS AND CONSUMABLES. All replaced parts shall be new and of the type and make of the rig / vehicle being serviced/repared. For this matter, the bidder shall confirm availability of spare parts for the drilling rigs or motor vehicles he/she offers to provide maintenance service under this tender. Failure to obtain spare parts after the award of the contract shall lead to termination of the contract with penalties.

Performance based routine maintenance services will be paid for as a fixed **lump sum per the specified unit of measurement(hr/km) per month, with payment reductions made for non-compliance**, if appropriate.

The services to be provided by the Service provider include all activities, physical and others, which the Service provider needs to carry out in order to comply with the issued orders and other output and performance criteria indicated in the contract, or with any other requirements of the contract.

- Inspect the Rig, identify and remove all obstructions
- Repair and Maintenance of Bungoma County Government's Drilling Rig and other support vehicles
- Provision of spare parts and materials
- Provision of warranty on spare parts and workmanship.
- Testing the vehicle/s in the presence of the Employer's Engineer
- Advising and providing written estimates for any impending major repairs with technical justifications for such predicted future occurrences.
- Advising and guiding Bungoma County Government's Engineer on the right vehicle operation procedures.
- Maintenance and repairs to the Rig and other support components
- Repair and replacement of worn out parts
- Maintenance and minor repairs to the Drilling Rig Fleet.
- Regular preventive maintenance as well as breakdown repairs for drilling rigs, air compressors and generators on sites as per the issued schedule.

- Liaise with the government departments such as Water Resource Authority (WRA), NTSA or Kenya Bureau of Standards as necessary from time to time, in effecting legislative certification of various equipment.
- Provide technical guidance on various cost-effective ways of undertaking maintenance of equipment and physical infrastructure.
- Prepare a detailed maintenance schedule for all equipment on sites as detailed.

The maintenance and repair services will be for all the drilling equipment where the equipment is as per Part 4, but not limited to the listed services and services. More services and services will be brought onboard for the duration of the contract.

**Preventive Service maintenance** where the entire drilling rig and other support components will be checked as per manufacturer's recommendations and this will be done at recommended intervals from date of first service whichever comes first. The Drilling equipment and other support trucks shall be serviced as per the following maintenance steps and service checklist /matrix. Signed copies of both the maintenance log sheet and service matrix shall be left on site: During the visits, a series of checks and maintenance will be carried out on the equipment. In particular, they include management tasks and physical services associated with the following Drilling Rig fleet related assets and items:

**I. MUD PUMP SERVICE AND MAINTENANCE**

- ✓ **Refer to APPENDIX 1- Performance Specification Sheet 1**

**II. HYDRAULIC SYSTEM AND CYLINDERS' SERVICE AND MAINTENANCE**

- ✓ **Refer to APPENDIX 6- Performance Specification Sheet 6**

**III. DRILLING RIG**

- a. Lubrication and maintenance schedule**
  - ✓ **Refer to APPENDIX 2- Performance Specification Sheet 2**
- b. Motor service and maintenance**
  - ✓ **Refer to APPENDIX 3- Performance Specification Sheet 3**
- c. Gearbox service and maintenance**
  - ✓ **Refer to APPENDIX 4- Performance Specification Sheet 4**
- d. Hammer spares & inspection/correct storage**
  - ✓ **Refer to APPENDIX 5- Performance Specification Sheet 5**
- e. Directional control valve service and maintenance**
  - ✓ **Refer to APPENDIX 7- Performance Specification Sheet 7**
- f. General Rig Service and Maintenance**

- ✓ **Refer to APPENDIX 8- Performance Specification Sheet 8**

#### **APPENDIX 9- COPY OF THE MAINTENANCE LOG SHEET**

#### **IV. PRIME MOVER-TRUCK SERVICE AND MAINTENANCE**

- ✓ **Refer to APPENDIX 10- Performance Specification Sheet 10**

#### **V. COMPRESSOR SERVICE AND MAINTENANCE**

- ✓ **Refer to APPENDIX 11- Performance Specification Sheet 11**

#### **VI. ENGINE SERVICE AND MAINTENANCE**

- ✓ **Refer to APPENDIX 12- Performance Specification Sheet 12**

#### **VII. SUPPORT TRUCK (RHD 6 X 4)**

- ✓ **Refer to APPENDIX 10- Performance Specification Sheet 10**

#### **VIII. WELDING MACHINE (Hydraulic Motor M4C-43-1N00-A1)**

- ✓ **Refer to APPENDIX H- Performance Specification Sheet 21**

#### **IX. TEST PUMPING UNIT(TPU)**

##### **a. 5t hydraulic winch**

- ✓ **Refer to APPENDIX 13- Performance Specification Sheet 13**

#### **X. SUPPORT TRUCK (4X2)**

- ✓ **Refer to APPENDIX 14- Performance Specification Sheet 14**

#### **XI. GENSET**

- ✓ **Refer to APPENDIX 15- Performance Specification Sheet 15**

#### **XII. PUMP**

- ✓ **Refer to APPENDIX 16- Performance Specification Sheet 16**

#### **XIII. HYDRAULIC SYSTEM**

- ✓ **Refer to APPENDIX 17- Performance Specification Sheet 17**

#### **XIV. ENGINE SERVICE AND MAINTENANCE**

- ✓ **Refer to APPENDIX 18- Performance Specification Sheet 18**

#### **XV. DIRECTIONAL CONTROL VALVE**

- ✓ **Refer to APPENDIX 19- Performance Specification Sheet 19**

**XVI. 4 x 4 FORD RANGER DOUBLE CAB**

- ✓ **Refer to APPENDIX G- Performance Specification Sheet 20**

**ii. Rehabilitation and Modification/ improvement services**

Repairs and Modification services will be carried out by the Service provider when specifically instructed by the Engineer. The Rehabilitation and Modification services and services will be for all the drilling equipment where the equipment are as per Part 4, but not limited to the listed services and services. More services and services will be brought onboard for the duration of the contract.

Activities include but not limited to:

- a. Pump Repair and troubleshoot**
  - ✓ **Refer to APPENDIX A**
- b. Hammer spares & inspection/correct storage**
  - ✓ **Refer to APPENDIX B**
- c. Hydraulic cylinders' Repair and Troubleshoot**
  - ✓ **Refer to APPENDIX C**
- d. Directional control valve Repair and Troubleshoot**
  - ✓ **Refer to APPENDIX D**
- e. Accessories and Tools**
  - ✓ **Refer to APPENDIX E**
- f. Hydraulic Troubleshooting**
  - ✓ **Refer to APPENDIX F**

Repairs and modification services will be paid for as measured items in accordance with the unit rates in the Bill of Quantities. Other items will be as described in Part 4 of this document.

### **iii. Emergency Services**

Emergency services, by definition, are unforeseen at the time of preparing the contract. Severe weather conditions such as unusually high rainfall can lead to flash floods which may cause difficult access to rough terrains therefore damages to the Drilling Rig. Other damages to the Drilling rig and other support vehicles can occur as a result of unexpected accidents due to unpredictable site conditions like landslides. While specific items of work are not known at the start of the Contract it is prudent to include some general items which are indicative of the type of services that may be required. These have been included in the Bill of Quantities for Repairs, Maintenance and Emergency Services as they will probably be the same items, e.g. repairs and maintenance under an emergency situation. The quantities are nominal as they cannot be defined in advance.

In the event of an emergency the Service provider should draw to the attention of the Engineer that certain services need to be carried out to repair the Drilling Rig and its other features to restore the safe and secure way of operating and running the Drilling Process and ensure the integrity of the Drilling Rig and its support vehicles are maintained. The Service provider shall give the Engineer an estimate of the extent of the required activities and an estimate of the costs based on the Bill of Quantities. The Engineer will consider the information and instruct the Service provider to carry out such services as are necessary.

Emergency services will be paid for as measured items in accordance with the unit rates in the Bill of Quantities.

**iv. Payment Reductions and Liquidated Damages to be applied on Non-Compliance**

In accordance with the relevant clauses of the Conditions of Contract, Payment Reductions are applied in case of non-compliance with Service Level requirements, while Liquidated Damages are applied in the case of non-compliance with required Repair, Maintenance and Emergency Services.

The results of each formal inspection of the Service Levels and other performance criteria will be recorded by the Engineer in the form of a Memorandum. The Memorandum will state the type and location of any non-compliance detected, in particular those non-compliances already shown in the standard tables provided by the Service provider as part of the monthly statement. For each individual case of non-compliance, the Engineer will determine a date by which the Service provider must have completed the necessary measures in order to remedy the cause of the non-compliance. A follow-up site visit is therefore necessary at the date fixed by the Engineer, or soon thereafter, in order to verify that the Service provider has indeed remedied the cause of non-compliance.

If at the date indicated in the Memorandum, the Service provider has not remedied the cause for non-compliance, independent of the reason given for their failure to do so, the Service provider is subject to Payment Reductions in accordance with the relevant clauses of the Conditions of Contract.

Payment Reductions are variable over time. If the Service provider fails to remedy a cause of non-compliance for which a payment reduction has already been applied, the amount of the payment reduction increases month by month for that particular cause of non-compliance, without a ceiling being applied, until compliance is established. The calculation of the initial (first month) amounts of payment reductions, and the formula for their adjustment over time, is to be based on the following rules.

Note: (i) The Unit Rates of payment reductions ("P R<sub>u</sub>) shown in the above table are applicable during the first 30 days of non-compliance.

(ii) If the non-compliance has not been remedied within thirty days, liquidated damages for periods beyond 30 days are calculated based on the following formula:

$$PR = 2^n P R_u \quad \text{considering:}$$

J = number of days of non-compliance, and  $n = \left\{ \frac{J-1}{30} \right\}$  rounded up to full number (without decimals)

(iii) Payment reductions and Liquidated damages will be charged as penalties and are non-recoverable in subsequent monthly payment certificates.

(iv) Persistent failure to comply with the requires service levels for a continuous period of **three (3) months will lead to termination of the Contract by the Employer.**

**v. Determination of Liquidated Damages**

For **Emergency Services**, the liquidated damages are **0.05% of the contract price bill item for emergency services**,

**For the particular item delayed**, per calendar day of delay, of the payment normally due for the specific Services for which completion is delayed, the liquidated damages are up to a limit of 10% of the contract price for the Repair Services.

**vi. Self-Control Unit of Service provider**

The Service provider is obliged to assign a technically qualified and trained person, or persons, to verify continuously the degree of compliance by the Service provider with the Service Levels.

The Self-control Unit is responsible for gathering the information needed by the Service provider to prepare the Monthly Statement. The unit should have a complete knowledge of the Drilling Rig condition, both on and off normal operations, at all times. The unit will also be responsible for carrying out, in close cooperation with the Engineer, the formal and scheduled inspections of Service Levels which will take place regularly.

The compliance (or non-compliance) of the Service provider with the service level requirements will be reported by the Self-Control Unit to the Engineer in the form of provided for under clause 2.7

**vii. Communications Equipment**

The Service provider is to provide and maintain in operation permanently a mobile phone for himself and his rig manager on site, whereby the Engineer may contact them at any time.

**viii. Site Regulations, Health and Safety Measures and Work Procedures**

The Service provider shall prepare and submit to the Engineer, for approval, his proposed site regulations, health and safety measures (including HIV/AIDS mitigation measures), and Environmental Mitigation Plan and work procedures.

**ix. Functions of Key Personnel**

The Service provider will provide as a minimum the following permanent key personnel:

- Project director – the owner, director or senior manager of the company to oversee all contractual and operational functions of the contract.
- Rig manager – site agent to head the self-control unit and direct and oversee the day-to-day planning and site operations of the contract including staff and public safety issues, the free operation of the drilling rig, liaising with the public and reporting to the Engineer. He will also decide what services have to be carried out and supervise the Labour force to ensure quality and adherence to the service levels, as well as the duties described in 2.4.

The roles could be done by the same person, depending on the size of the firm.

## **SECTION XI: SPECIAL SPECIFICATIONS**

### **A) PROGRAMME OF EXECUTION OF THE SERVICES**

The service provider shall provide the services programme, required under clause 14 of the Conditions of Contract, within 14 days of receipt of the Engineer's Order to commence work.

The programme shall be coordinated with climatic and other conditions to provide for the completion of the services in the order and by the time specified.

The Service provider shall carry out the contract in accordance with the programme agreed with the Engineer, but he shall in no manner be relieved by the Engineer's approval of the programme, of his obligation to complete the services in the prescribed order and by the prescribed completion date and he shall from time to time review his progress and make such amendments to his rate of execution of the services as may be necessary to fulfil his obligations.

The Service provider shall allow in his programme for carrying out inspection tests and approval of genuine parts upon them as directed by the Engineer. The time for completion of the Contract shall not be extended because of the time taken to carry out tests and evaluation.

### **B) ORDER OF EXECUTION OF SERVICES**

The Service provider shall carry out the Services such that a continuous and consecutive output of fully complete work is achieved.

### **C) TAKING OVER CERTIFICATE**

The minimum extent of service for which a certificate will be issued is the entire recommended service period of the Drilling Rig when substantially completed.

### **D) NOTICE OF OPERATIONS**

**Add the following sub- Clause.**

Notification Terms

It shall be the Service provider's responsibility to notify the Engineer when any item of services and services scheduled are completed and ready for approval, and the service provider shall give sufficient notice to allow control test to be performed.

Explosive and Blasting

- (a) The requirements of the Laws of Kenya governing explosives and other requirements and regulations of Government of Kenya and other authorities shall be complied with.
- (b) No explosives of any kind shall be used without prior written consent of the Engineer.
- (c) The Service provider shall be solely responsible for the provision, handling, storage and transporting of all explosives, ancillary materials and all other items of related kind whatsoever required for blasting.

**E) NATIONAL SPECIFICATIONS**

Add the following at the end of this clause

“The Service provider shall provide all such specifications not more than 60 days after commencement of contract and at least 14 days before the execution of work to which the specification is applicable.”

**F) HEALTH, SAFETY AND ACCIDENTS**

Add the following:

In addition to providing, equipping and maintaining adequate first aid stations throughout the service in accordance with the laws of Kenya, the service provider shall provide and maintain on site during the duration of the Contract, a fully equipped dispensary. This shall be with a qualified Clinical Officer / Nurse who shall offer the necessary medical advice on HIV and related diseases to the Engineer’s and Service provider’s Site staff. The Service provider shall allow for this in the rates and be responsible for all site welfare arrangements at his own cost. **RECOMMENDATIONS**

- ✓ The service provider shall observe the safety guidelines issued by the Employer. Of particular importance is the usage of personal protective equipment as necessary from one task to another.
- ✓ Incident reporting will be done to the Employer’s Address contract administrator latest within 24 hrs. of occurrence.
- ✓ Any services that are done must be subject to extra caution to mitigate fire risks.
- ✓ The service provider’s staff must be informed that the sites are no smoking zones.
- ✓ The service provider must post relevant warning signage around his services area.
- ✓ The service provider will exercise extra care to manage the human and vehicular traffic where work progresses while the site is operating.
- ✓ The service provider is advised to barricade with visible medium the areas where his team is working.
- ✓ The service provider must not work on live Electricals and proper isolation is his responsibility.
- ✓ Waste generated in the course of duty must be disposed as per the requirement of national Environmental Management Authority.
- ✓ Proper housekeeping must be observed at all times on site.

**G) DIVERSION OF SERVICES**

(a) The Service provider shall acquaint himself with the location of all existing services such as telephone lines, electricity cables, water pipes, sewers etc., before execution of any services that may affect the services. The cost of determining the location of the existing services together with making good or repairing of any damage caused all to the satisfaction of the Engineer shall be included in the BID rates.

(b) Subject to the agreement with the Engineer, the Service provider shall be responsible for removal of alteration and relocation of existing services.

(c) The Service provider shall indemnify the Employer against claims originating from damage to existing services or services.

**H) LIAISON WITH GOVERNMENT AND OTHER OFFICIALS**

The Service provider shall keep in close touch with any other Government officials of the area regarding their requirements in the control of noise, or other matters, and shall provide all assistance or facilities, which may be required by such officials in the execution of their duties.

**I) LAND FOR ALL GARAGES/SERVICESHOPS AND FOR THE SERVICE PROVIDER'S OWN PURPOSES, INCLUDING TEMPORARY SERVICES.**

All requirements of land for temporary services and construction purposes shall be to the approval of the Engineer but the Service provider will make all necessary arrangements with the property owners concerned and pay all charges arising there from. On or before completion of the Contract, the Service provider shall remove all temporary services and shall restore all such land to the condition in which it was immediately prior to the occupation thereof as far as is reasonable and practicable. No separate payment will be made to the Service provider on account of these items and the Service provider must make due allowance for them in his rates.

The Service provider shall be required to appoint competent surveyors who will liaise with the Engineer on matters related to the demarcation of the existing road reserve, site measurements, removal and reinstatement of existing services.

**J) WATER SUPPLY**

Add the following sub-clauses:

(a) Other sources, including ground water may exist but due to lack of detailed studies, the Service provider will have to locate such sources at his own expense. Moreover, he will be responsible for obtaining the necessary permissions, licenses etc. which may be required for water abstraction

(b) If instructed by the Engineer, the Service provider shall make arrangements for sinking of the boreholes for use by the service provider and the community. These arrangements shall include but not limited to carrying out hydro geological investigations, sinking the borehole, construction of supply tanks and all associated services and operation of the boreholes for the period or part of the contract period. The boreholes shall be handed over to the Employer at the completion of the contract.

**K) STORAGE OF MATERIALS**

All materials shall be stored on Site in a manner approved by the Engineer and the Service provider shall carefully protect from the weather all work and materials which may be affected thereby.

**L) TEST CERTIFICATES**

When instructed by the Engineer the Service provider shall submit certificates of inspections and test from the suppliers of materials and

services required in connection with the services as the Engineer may require.

Such certificates shall certify that the materials or services concerned have been tested in accordance with the requirements of the specifications and shall give the results of all the tests carried out. The Service provider shall provide adequate means of identifying the materials and services delivered to the site with the corresponding certificates.

**M) PROGRESS PHOTOGRAPHS**

The Service provider shall not be responsible for taking of progress photographs. Progress Photographs shall be taken by the Engineer's Representative and relevant costs charged to the Service provider who will be reimbursed under Miscellaneous Accounts.

**N) ATTENDANCE UPON THE ENGINEER AND HIS STAFF**

The Service provider shall pay wages (including all overtime) and house all attendant staff.

**O) VEHICLES AND DRIVERS FOR THE ENGINEER AND HIS STAFF AND METHOD OF PAYMENT**

The Service provider shall when have instructed, provide and maintain in good working condition for the exclusive use of the Engineer and his staff throughout the Contract. The Engineer shall approve the type of vehicles and confirm the number of each type to be provided. The Service provider shall insure the vehicles comprehensively for any licensed drivers and shall provide competent drivers during normal working hours and whenever required by the Engineer.

**P) RECEIPTED ACCOUNTS**

The Service provider may be instructed by the Engineer to make payments of general miscellaneous accounts for such items as stationary, stores and equipment and miscellaneous supervision personnel and claims or the Engineer may direct the Service provider to purchase or pay for the above. The Service provider will be paid on a prime cost basis plus a percentage for overheads and profits under appropriate items in the Bills of Quantities.

**Q) MEASUREMENT AND PAYMENT**

Delete Sub-Clause 141 (a) entirely and substitute with: -

- a) No Preliminary item has been included in this Contract. All Service provider's mobilization and general costs shall therefore be included in relevant rates in the Bill of Quantities.

Delete Sub-Clause 141 (m) entirely

**R) ENVIRONMENTAL PROTECTION**

Further to the requirements of Clause 19.1 of the Conditions of Contract, the Service provider shall be responsible for the following measures to protect the environment:

- 1) Compliance with national and local statutes and regulations relating to protection of the environment. The Service provider will be responsible for familiarizing himself with all existing national and local legislation in this regard.

- 2) All construction activities shall be carried out using the best possible means to reduce environmental pollution such as noise, dust and smoke. All vehicles and plant shall be regularly serviced in accordance with the manufacturer's recommendations to ensure that they operate efficiently and without excessive noxious emissions. The Engineer will have the authority to instruct the Service provider to temporarily cease operations and/or remove from the site vehicles or plant which do not comply with this requirement, until such time that he is satisfied that best practicable means to reduce environmental pollution to a minimum are being used.
- 3) The Service provider shall at all times maintain all sites under his control in a clean and tidy condition and shall provide appropriate and adequate facilities for the temporary storage of all waste prior to proper approved disposal.
- 4) The Service provider shall be responsible for the safe transportation and disposal of all waste generated as a result of his activities in such a manner as will not give rise to environmental pollution in any form, or hazard to human or animal health. In the event of any third party being employed to dispose of waste, the Service provider shall be considered to have discharged his responsibilities under this clause from the time at which waste leaves sites under his control, providing that he has satisfied himself that the proposed transportation and disposal arrangements are such as will not give rise to pollution or health hazard.
- 5) The Service provider shall be responsible for the provision of adequate sanitary facilities for his workforce, and that of his sub-service providers, at all construction and ancillary sites. The Service provider shall not allow the discharge of any untreated sanitary waste to groundwater or any surface watercourse.  
Prior to the mobilization of the workforce the Service provider shall provide details of proposed sanitary arrangements to the Engineer for approval, such as will allow him to assess whether or not the proposed facilities are adequate and are unlikely to pollute water resources, and also that the facilities will be properly operated and maintained.
- 6) All concrete and asphalt plants shall be operated and maintained in accordance with the original manufacturer's specifications and manuals, and in such a manner as to minimize emissions of hydrocarbons and particulates. If, in the opinion of the Engineer, the operation of such

plant is causing, or is likely to cause nuisance or health problems to site staff or the general public, the Service provider shall carry out such work as is necessary to reduce emissions to an acceptable level within a time-scale agreed with the Engineer.

- 7) The Service provider shall regularly dowse with water all exposed dirt surfaces to reduce dust levels.
- 8) The Service provider shall take all reasonable measures, at all sites under his control, to prevent spillage and leakage of materials likely to cause pollution of water resources. Such measures shall include, but not be limited to the provision of bunds around fuel, oil and bitumen storage facilities, and provision of oil and grease traps for servicing and fueling areas. Prior to construction of such facilities, the Service provider shall submit details of pollution prevention measures to the Engineer for his approval.
- 9) The Service provider shall be responsible for ensuring that exposed surfaces are re-vegetated as construction progresses, all to the satisfaction of the Engineer.
- 10) The removal of trees shall be kept to the minimum necessary to accommodate the Permanent Services.  
Prior to the removal of any trees the Service provider shall inform the Engineer of the intended operation and obtain the permission of the Engineer for the removal of the trees. If any tree is removed without permission the Service provider shall replant another approved tree at no additional cost to the Employer.
- 11) The Service provider shall ensure that fires, except for controlled fires for burning rubbish, do not start within the Site or in the environs thereto as a result of the services or from the actions of his employees. The burning of waste, such as vehicle tyres causing noxious emissions is prohibited. The Service provider shall have available at all times trained fire-fighting personnel provided with adequate fire-fighting equipment to deal with all fires. The Service provider shall additionally at all times provide sufficient fire protection and fighting equipment local to parts of the Services which constitute particular fire hazards.
- 12) The service provider shall as have instructed by the Engineer carry out off – Rig mitigation measures to the approval and satisfaction of the Engineer and to the required standards. The service provider shall

obtain Environmental mitigation license for the same and also comply with Environmental Management Coordination Act (EMCA) 1999, and Environmental Impact Assessment (EIA) and Environmental Audit (EA) Regulations 2003.

No separate payment shall be made in respect of this Clause 142 and the Service provider shall be deemed to have allowed in his general rates and prices for the cost of complying with the requirements of this Clauses.

**S) COPIES OF ORDERS AND REQUISITIONS**

The Service provider shall provide the Engineer with copies of all orders for supply of materials and services required in connection with the services as the Engineer may require.

**T) MATERIALS AND TESTING OF MATERIALS**

All materials testing shall be in accordance with Section 2 of the Standard Specifications.

**U) PASSAGE OF TRAFFIC**

**1. SCOPE OF THE SECTION**

The Service provider shall so arrange his work to ensure the safe passage of the Traffic at all times and if necessary construct and maintain an adequate diversion for traffic complete with all the necessary road traffic signs.

The service provider shall provide to the satisfaction of the Engineer adequate warning signs, temporary restriction signs, advance warning signs, barriers, temporary bumps and any other device and personnel equipped with two-way radios to ensure the safe passage of traffic through the services.

When carrying out the Services the Service provider shall have full regard for the safety of all Drilling rig users.

The Service provider shall also provide sign posts and maintain to the satisfaction of the Engineer all deviations necessary to complete the services. The service provider should allow for the costs of complying with the requirements of this clause in his rates.

The service provider will be deemed to have inspected the site and satisfied himself as to the adequacy of his bid for these services and no additional payments will be made to the service provider for any expenditure on traffic control or the provision of deviations. The employer shall not be liable for inadequate prior investigations of this nature by the service provider.

**V) MAINTENANCE OF EXISTING RIG**

The Employer shall hand-over the existing rig to the Service provider at the commencement of the Contract. The Service provider shall be responsible for all repairs and maintenance during the duration of the Contract. The Service provider shall regularly inspect the rig and carry out such repairs and maintenance to the satisfaction of the Engineer. If at any time, the Engineer draws the Service provider's attention to a rig section which requires maintenance, the Service provider shall promptly repair the section. The Service provider shall be legally responsible for any accident or damage attributable to his failure to maintain the rig.

## **Environmental and Social Specifications**

### **A) Environmental Protection**

The Service provider shall comply with the Statutory Regulations in force in Kenya regarding environmental protection and waste disposal, and shall liaise with the National Environmental Management Agency (NEMA).

Within four (4) weeks of the order to commence work, the Service provider shall prepare and submit a specific Environmental Management Plan, for the project and his operations, relating to the approved Environmental Impact Assessment. The Environmental Management Plan shall outline potential environmental hazards and risks, and provide an action plan to deal with the hazards, minimize the risks, and mitigate adverse environmental impacts, and include a general decommissioning plan covering all relevant aspects of the project. The Environmental Management Plan shall identify monitoring indicators and reporting requirements.

The Service provider shall be required to submit environmental progress reports to the Engineer every (1) month.

The Service provider shall ensure so far as is reasonably practicable and to the satisfaction of the Engineer; that the impact of the construction on the environment shall be kept to a minimum and that appropriate measures are taken to mitigate any adverse effects during the construction.

- a. The Service provider shall exercise care to preserve the natural landscape and shall conduct his service 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 services, all trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage by the Service provider's service operations and equipment. All unnecessary destruction, scarring, damage or defacing resulting from the Service provider's services shall be repaired, replanted, reseeded or otherwise corrected as directed by the Engineer, and at the Service provider's expense.

- b. The Service provider shall ensure that measures are in place to control soil erosion and water pollution, by use of berms, dykes, silt fences, brush barriers, dams, sediment basins, filter mats, netting, gravel, mulches, grasses, slope drains, contour banks, and other erosion control devices and methods. Temporary erosion control provisions shall be coordinated with permanent erosion control features to assure economical, effective and continuous measures throughout the period of the services. The Service provider's attention is drawn to the requirements of Clause 502, in that services need to be progressively finished so that permanent vegetation can establish quickly to mitigate soil erosion and erosion of drains.
- c. The Service provider shall provide all the Labour, equipment, materials, and means required and shall carry out proper and efficient measures wherever and as often as necessary to minimize the dust nuisance.
- d. The Service provider shall comply with all applicable Kenyan laws, orders and regulations concerning the prevention, control and abatement of excessive noise. Blasting, use of jackhammers, pile driving, rock crushing, or any other activities producing high-intensity impact noise may be performed at night only upon approval of the Engineer.
- e. Immediately after extraction of materials, all borrows pits shall be backfilled to the satisfaction of the Engineer. In particular borrow pits near the project road shall be backfilled in such a way that no water collects in them.
- f. Spilling of bitumen fuels Oils and other pollutants shall be cleared up.
- g. The Service provider's attention is drawn to the requirements of the Standard Specification in regard to the environment and in particular to the following clauses:
  - i. Clause 115: Construction Generally
  - ii. Clause 116: Protection from Water
  - iii. Clause 136: Removal of Camps
  - iv. Clause 605: Safety and Public Health Requirements Clause
  - v. Clause 607: Site Clearance and Removal of Topsoil and Overburden
- h. Payment in respect of this Clause shall be included in the service provider's rates as it will not be paid separately.

## **HIV/AIDS, GENDER ISSUES, SOCIAL ISSUES AND LOCAL PARTICIPATION**

### **1.1 SCOPE**

This specification sets out the Service provider's obligations with regard to on-site HIV/AIDS awareness campaign and preventive measures, which are to be instituted.

### **INTERPRETATION AND DOCUMENTATION**

The following documents shall inter-alia be read in conjunction with this Specification;

- The Instructions to Bidders
- The Conditions of Contract
- The Drawings

### **GENERAL REQUIREMENTS**

#### **A) HIV/AIDS Awareness Campaign**

The Service provider shall institute an HIV/AIDS awareness campaign amongst his workers and local communities for the duration of the contract. As part of the campaign the Service provider will be required to display AIDS awareness posters in all buildings frequented by workers employed on the contract, where such buildings fall under the control of the Service provider. In addition, the Service provider will put at least ten HIV/AIDS awareness posters in the vehicles that are regularly used on site. The posters shall be printed on gloss paper and shall be at least A1 size on buildings and A3 size, or other approved size, on vehicles. The message on the posters shall be supplied by the Employer through the Engineer before the posters are printed.

AIDS awareness shall also be included in the orientation process of all workers employed on the contract.

#### **B) AIDS Prevention Campaign**

The Service provider shall institute an HIV/AIDS prevention campaign amongst his workers for the duration of the contract. As part of the campaign the Service provider will be required to make condoms available to workers. The condoms shall be from an approved manufacturer. The Service provider shall make available at least 4,000 condoms every month through dispensing machines or other approved method of distribution. The Service provider shall at all times keep the site adequately supplied with condoms.

#### **C) HIV/AIDS Training**

##### **• Introduction**

HIV/AIDS is having a significant and increasing impact in Kenya. Statistics show a prevalence of 10-15% along the Northern Corridor Route. Interventions that stimulate the movement of people increase both the exposure to the HIV virus and the spread of the virus. Road construction has been identified as one such intervention.

MoR policy is to integrate HIV/AIDS awareness and prevention into all road construction and rehabilitation programmes. This is in accordance with the Third National Strategic

Plan (2000-5) for HIV/AIDS prevention and control as approved by the Government of Kenya, International Development Association and other organisations.

The rehabilitation of the Northern Corridor Route will involve local labour and other Service provider's labour. It is a contractual requirement to carry out HIV/AIDS awareness and prevention activities during the construction period as stipulated in this Specification.

- **Objective**

The objective is to reduce the risk of exposure to and spread of the HIV virus in the area of the construction. The target group will be local labourers and their supervisors employed by the services Service providers. The wider community will benefit indirectly through their normal day-to-day interaction with the target group.

- **Scope of Activities**

Activities for HIV/AIDS awareness and prevention will be broad-based targeting both individuals and groups. They may consist of:

- i. Information posters in public places both on and offsite (eating houses, bars, guest houses, vehicles etc.)
- ii. Availability of socially marketed condoms.
- iii. Peer educators (reference people) drawn from the local labour and educated in HIV/AIDS issues for discussions with colleagues (estimate 1 per 100 employees).
- iv. Small focus group discussions and information covering key issues
- v. Theatre groups and video presentations
- vi. Promotional events (such as sports to encourage openness and discussion of HIV/AIDS issues
- vii. Promotional billboards to raise awareness of the integration of construction and HIV/AIDS activities
- viii. Inclusion of HIV/AIDS activities at site meetings with the Provincial/District committees and other representatives
- ix. Availability of promotional material such as t-shirts, caps, bumper stickers, key rings etc.

The scope of activities may be tailored as required to meet the perceived needs and priorities of the labourers, determined by participatory approaches to ensure they are appropriate desired and have a public health impact. The scale and frequency of activities may also be adjusted to suit requirements of the target group. Education will cover:

- preventive behaviours including partner reduction, condom use, awareness and importance of treatment of Sexually Transmitted Infections (STIs);

- skills including negotiating safer sex, correct condom use, purchase without embarrassment; and
- referral to local health centres and available services.

Tasks to support the above activities will be to:

1. Establish the status and focus of all current and planned HIV/AIDS activities in the area to ensure complementarity and determine potential involvement in project activities.
2. Carry out a brief review of regional activities combining road construction with HIV/AIDS campaigns to determine options, best practice key issues, constraints, etc.
3. Review of Information, Education and Communication (IEC) materials available and their relevance to road construction, making recommendations for future development of IEC materials.
4. Provide education and training for site personnel, supervisors and peer educators for the scope of activities as above.
5. Provide supervision for peer educators to ensure sustained quality of education. Incentives for their continual work may be small promotional items such as t-shirts, caps, etc.
6. Provide mechanisms for the social marketing of condoms and distribution of materials.
7. Monitor activities regularly to assess effectiveness and impact. This should include an initial, interim and final assessment of basic Knowledge, Attitude and Practices (KAP) taking account of existing data sources and recognising the limitations due to the short time frame to show behaviour change. The KAP will be supported by qualitative information from focus group discussions.

- **Collaboration**

HIV/AIDS activities are co-ordinated nationally by the National Aids Control Council (NACC). MoR, in consultation with NACC and the Ministry of Health (MoH), will co-ordinate with the provincial, district and local representatives. Representatives of local health authorities will be invited to attend training and communication activities.

Activities on the construction site will be linked as far as possible with on-going HIV/AIDS awareness and prevention in the area. This will ensure complementarity of approaches, reinforcing education and minimising duplication. In addition, these links will ensure that the target group will have access to continued information after the end of the construction period.

- **Service provider Responsibilities**

The Service provider will employ and designate a qualified HIV/AIDS expert to be approved by the Engineer, who will work closely with the Client, MoR and other implementing agencies to support the HIV/AIDS awareness and prevention activities. This will ensure maximum effectiveness and integration with construction activities. Specific, but not exclusive, issues to be addressed by the Service provider are:

- a) Scheduling of appropriate timing and duration for the implementation of HIV/AIDS activities as part of workplan for labourers and supervisors. Designated rest times such as lunch breaks and pay days should be excluded.
- b) Identification of suitable individuals for education from recruitment records for education with the implementing organisation.
- c) Provision of suitable sites for communication activities and for condom distribution.
- d) Monitoring the implementation of peer educational activities.
- e) Provision of necessary support to the implementing organisation.
- f) The Service provider shall be actively involved in the liaison and coordination associated with the provision and implementation of the HIV/AIDS awareness and education program.

- **Inputs**

An organisation experienced in the provision of HIV/AIDS awareness and prevention activities will be selected as a Sub-Service provider to provide the above scope of activities on behalf of the main Service provider.

- **Reporting**

The implementing organisation will produce the following reports to be submitted to the Service provider, Consultants, MoR and NACC;

- Monthly progress briefs for inclusion in site meetings.
- Quarterly reports detailing activities carried out, issues, follow up, etc.
- Review report of activities in the road construction sector,
- Review report of existing IEC materials with recommendations for development of materials specifically for the road sector.
- Final report detailing the methodology and activities carried out under this project including lessons learnt, impact, liaison with the Service provider and other parties, etc.

In addition, a report with the recommended approach for integration of HIV/AIDS awareness and prevention activities in the road construction sector will be produced. This will be a synthesis of project activities including contractual approaches, communication activities, availability of materials, liaison with existing organisations, etc. It will be developed with all parties involved in the construction activities to ensure the wide range of views and experiences is gained.

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The final report and recommended approach will be presented to MoR, NACC and other interested organisations including private sector, funding agencies and NGO's.

- **Timing**

Activities shall commence at the start of the construction period and continue throughout the thirty (30) months to ensure a sustained impact. Reporting and dissemination activities shall continue for three months after the project is completed to ensure integration into current practice.

**MEASUREMENT AND PAYMENT**

Payment is included in the rates for Maintenance Services.

## **Part 4-Bills of Quantities / Price Schedule**

The tender includes the following Bills of Quantities:

- 23. 1.1 Bill of Quantities for Performance Based Contracts**
- 24. 1.2 Bill of Quantities for Instructed Services (Modification and Repair Services)**
- 25. 1.3 Bill of Quantities for Emergency Services (if those are required under unit rate based contract)**

## **Bill of Quantities for Performance Based Maintenance Services**

1. The Bill of Quantities for Maintenance Services shall be read in conjunction with the Instructions to Tenderers, Conditions of Contract, Specifications and the Drawings.
2. This Bill of Quantities is the basis for payment of maintenance services that are to be provided on a lump sum per service basis for maintaining the Rigs covered under the contract, at the Service Levels defined in the Specifications. The rates given by the tenderer shall, except insofar as is otherwise provided under the Contract, include all plant, equipment, Labour, management, storage and supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
3. Payment shall be made in accordance with the actual performance of the Service provider and compliance with the Service Level criteria given in the Specifications for each Drilling Rig and each Support vehicle (prime mover and trucks). Failure to meet the Service Levels will result in payment reductions in accordance with Clause 47 of the General Conditions of Contract and the Performance Specifications.
4. The unit rates and prices shall be quoted entirely in local currency.
5. A unit rate or price shall be entered by the tenderer against each item in the Bill of Quantities. The cost of items against which the tenderer has failed to enter a unit rate or price shall be deemed to be covered by other unit rates and prices entered in the Bill of Quantities.
6. General directions and descriptions of work and materials are not repeated or summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
7. The method of measurement of completed work for payment shall be in accordance with the measurement and payment provisions of the relevant section in the Performance Specifications.
8. Arithmetical errors discovered prior to award of the Contract will be corrected by the Employer pursuant to the Instructions to Tenderers.

## **Bills of Quantities for Modification and Improvement (Instructed) Services**

### **General**

1. The Bills of Quantities forms part of the Contract Documents and are to be read in conjunction with the Instructions to Bidders, Conditions of Contract Parts I and II, Specifications and Drawings.
2. The brief description of the items in the Bills of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of Contract and Specifications for the full direction and description of service, work and materials.
3. The Quantities set forth in the Bills of Quantities are estimated, representing substantially the work to be carried out, and are given to provide a common basis for bidding and comparing of Bids. There is no guarantee to the Service provider that he 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 Service provider's rates and the quantities of work actually done in fulfilment of his obligation under the Contract.
4. The prices and rates inserted in the Bills of Quantities will be used for valuing the work executed, and the Engineer will only measure the whole of the services executed in accordance with this Contract.
5. A price or rate shall be entered in ink against every item in the Bills of Quantities with the exception of items that already have Provisional sums affixed thereto. The bidders are reminded that no "nil" or "included" rates or "lump-sum" discounts will be accepted. The rates for various items should include discounts if any. Bidders who fail to comply will be disqualified.
6. Provisional sums (including Day services) in the Bills of Quantities shall be expended in whole or in part at the discretion of the Engineer.
7. The price and rates entered in the Bills of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional plant to be used, labour, insurance, supervision, compliance testing, materials, erection, maintenance of services, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the contract by the Engineer and his staff.
8. Errors in the pricing of the Bills of Quantities will be corrected in accordance with Clause (29) of instructions to bidders.

**NOTE:**

- Bidders shall fill in the prices on the list of the items/parts needed for servicing and repair/replacement as detailed below for each of the equipment/unit/item. The price list shall be the basis for pricing at each call-off order of service or repair required and thus will form part of the resulting contract. The prices MUST be inclusive of VAT with delivery and all other overhead costs.
- The quantity shown below is the estimated quantity per service which will be purchased under the contract. Supplies or Services will be purchased by call-off orders in accordance with the contract.
- Bidders are required to indicate, in the tables below, the prices for supplies and services required during repair and maintenance for each model listed. CGB shall purchase supplies or services with a minimum unit value based on prevailing Market rates.
- Tenderers are required to provide quotation of genuine parts for each vehicle that are commonly required from time to time. The prices will only be used to guide the procuring entity make an informed decision whenever the parts are required for replacement during the service or outside the scheduled service. Some of the commonly required parts are provided below. Bidders are encouraged to provide quotations for the parts
- Bidders are encouraged to provide extra relevant important information where applicable in regards to repair, maintenance and service of the motor vehicles.
- The bidder to attach all relevant registration certificates to carry out repair, maintenance and service of motor vehicles.
- The service premises MUST have qualified technical personnel.

**1.1 PRICE SCHEDULE/BILL OF QUANTITIES FOR PERFORMANCE BASED CONTRACTS**

PERFORMANCE BASED SERVICE AND MAINTENANCE PRICE LIST									
SR. No.	Unit/ Item #	Item / Unit Description (All Services and Maintenance Description Are As per the outlined Tender Performance Specifications)	SERVICE "A" (MINOR)		SERVICE "B" (MEDIUM)		SERVICE "C" MAJOR)		ALL SERVICE PARTS LIST AND THEIR UNIT COST PER EACH ITEM OR RIG OR TRUCK/VEHICLE
			UNIT COST(Kshs )	INDICATE DURATION/ UNIT OF MEASUREMENT (KM/HOURS /RPM/M)	UNIT COST (Kshs)	INDICATE DURATIO N/UNIT OF MEASURE MENT (KM/HOU RS/RPM)	UNIT COST(Kshs )	INDICATE DURATIO N/UNIT OF MEASURE MENT (KM/HOU RS/RPM)	Associated Service Parts (Provide a detailed list of all the associated service parts to be used during service and their unit cost)
1	Unit	<p><b>DRILLING RIG UNIT (Service and Maintenance Description As per the outlined Tender Performance Specifications)</b>                      A PRD Speed Star model DTH cum Rotary drilling rig with mast assembly to handle 5 mtr drill rods of 4 1/2" OD along with rotary head, wire rope reeving, single rod changer, Centralized Bed &amp; control panel.                      Customs Entry Number: 2020MSA7539976                      Type of Vehicle: Motor Vehicle Body Type: <b>ROLLER/GRADER/CRANE/COMBINE HARVESTER</b>                      Date of Manufacture: 2020                      Make: DRILLING RIGS Vehicle Model: 500T                      CAPACITY : 6 1/2"BORE HOLE TO DEPTH OF 363 mtr                      ROD HANDLING : 6 mtr                      PULL UP AND PULL : HYDRAULIC CYLINDER WITH WIRE ROPE REEVING RATIO-1:3                      MAX.PULL UP FORCE : 9,200 kgs                      MAX.PULL DOWN FORCE : 6,320 kgs                      MAX.PULL UP SPEED : 38 mtrs / min                      MAX.PULL DOWN SPEED : 63 mtrs / min.                      MAX.ROTARY HEAD TORQUE : 303 kg -mtr                      MAX SPEED : 0 to 80 RPM. Motor, Gearbox, Hammer bits and Directional Control Valves all to be maintained and service. Power for hydraulic is taken from the truck engine through transfer gear box.</p>		1,000m Drilling		5,000m Drilling		10,000m Drilling	

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PERFORMANCE BASED SERVICE AND MAINTENANCE PRICE LIST									
SR. No.	Unit/Item #	Item / Unit Description (All Services and Maintenance Description Are As per the outlined Tender Performance Specifications)	SERVICE "A" (MINOR)		SERVICE "B" (MEDIUM)		SERVICE "C" MAJOR)		ALL SERVICE PARTS LIST AND THEIR UNIT COST PER EACH ITEM OR RIG OR TRUCK/VEHICLE
			UNIT COST(Kshs )	INDICATE DURATION/ UNIT OF MEASUREMENT (KM/HOURS /RPM/M)	UNIT COST (Kshs)	INDICATE DURATIO N/UNIT OF MEASURE MENT (KM/HOU RS/RPM)	UNIT COST(Kshs )	INDICATE DURATIO N/UNIT OF MEASURE MENT (KM/HOU RS/RPM)	Associated Service Parts (Provide a detailed list of all the associated service parts to be used during service and their unit cost)
2	Unit	Ashok Leyland 2518 (CAPTAIN N) BS4 6x4 RHD TRUCK (Service and Maintenance Description As per the outlined Tender Performance Specifications) with PRD SR/NO. 77/19-20 with all other standard accessories & fitments. CHASSIS NO: MBICTVHD1HPDY5706. More Info can be accessed on the NTSA website using the Reg.No Chassis/Frame Number: MBICTVHD1HPDY5706 Type of Vehicle: Motor Vehicle Body Type: ROLLER/GRADER/CRANE/COMBINE HARVESTER Date of Manufacture: 2020 Body Colour: BLUE & WHITE Make: DRILLING RIGS Vehicle Model: 500T Number of Axles: 3 Engine Number: HGPZ102795 Fuel Type: Diesel Rating(cc): 5660 Tare Weight(Kgs): 23800 Number of Passengers: 2 Vehicle Under Caveat: No		5000km		10000km		15000km	
3	Unit	A two stage ELGI PG 1100-300 compressor SR/NO. BTKD230600 ENGINE NO: 25445581(Service and Maintenance Description As per the outlined Tender Performance Specifications) to develop 1100 Cfm & 300 Psi driven by Cummins Engine with all standard accessories		250hrs		500hrs		1000hrs	

PERFORMANCE BASED SERVICE AND MAINTENANCE PRICE LIST									
SR. No.	Unit/Item #	Item / Unit Description (All Services and Maintenance Description Are As per the outlined Tender Performance Specifications)	SERVICE "A" (MINOR)		SERVICE "B" (MEDIUM)		SERVICE "C" MAJOR)		ALL SERVICE PARTS LIST AND THEIR UNIT COST PER EACH ITEM OR RIG OR TRUCK/VEHICLE
			UNIT COST(Kshs )	INDICATE DURATION/ UNIT OF MEASUREMENT (KM/HOURS /RPM/M)	UNIT COST (Kshs)	INDICATE DURATIO N/UNIT OF MEASURE MENT (KM/HOU RS/RPM)	UNIT COST(Kshs )	INDICATE DURATIO N/UNIT OF MEASURE MENT (KM/HOU RS/RPM)	
4	Unit	ENGINE (Service and Maintenance Description as per the outlined Tender Performance Specifications) ENGINE NO: HGPZ102795 Number of Axles: 3 Engine Number: HGPZ102795 Fuel Type: Diesel Rating(cc): 5660 Tare Weight (Kgs): 23800.0 Load Capacity (Kgs): 0Power for hydraulic is taken from the truck engine through transfer gear box.		250hrs		1500hrs		6000hrs	Associated Service Parts (Provide a detailed list of all the associated service parts to be used during service and their unit cost)
5	Unit	SUPPORT TRUCK (Service and Maintenance Description as Per the Outlined Tender Performance Specifications) A brand new 1500kg loading capacity 2518 Ashok Leyland 6 x 4 truck with fully covered 6 meters long body to capable of carrying 15 ton of drilling supplies and drilling personnel effects. Water and Diesel tanks also provided with other units. CHASSIS NO: MBICTVHD1HPDY5706. More info can be accessed on the NTSA website		5000km		10000km		15000km	
6	Unit	HYDRAULIC BOREHOLE TEST PUMPING RIG UNIT ((Service and Maintenance Description as Per the Outlined Tender Performance Specifications)) PRD SR/NO. 30/19-20 capable of installing submersible pumps on deep bore holes, with hydraulically operated 7mtr sturdy mast, CAPACITY: Up to 400 mtrs (1200 ft) draw		250hrs		1500hrs		6000hrs	

PERFORMANCE BASED SERVICE AND MAINTENANCE PRICE LIST									
SR. No.	Unit/Item #	Item / Unit Description (All Services and Maintenance Description Are As per the outlined Tender Performance Specifications)	SERVICE "A" (MINOR)		SERVICE "B" (MEDIUM)		SERVICE "C" MAJOR)		ALL SERVICE PARTS LIST AND THEIR UNIT COST PER EACH ITEM OR RIG OR TRUCK/VEHICLE
			UNIT COST(Kshs )	INDICATE DURATION/ UNIT OF MEASUREMENT (KM/HOURS /RPM/M)	UNIT COST (Kshs)	INDICATE DURATIO N/UNIT OF MEASURE MENT (KM/HOU RS/RPM)	UNIT COST(Kshs )	INDICATE DURATIO N/UNIT OF MEASURE MENT (KM/HOU RS/RPM)	
		<b>BOREHOLE WATER PUMPS (Service and Maintenance Description as Per the Outlined Tender Performance Specifications)</b>							
7	Unit	ELECTRIC DRIVEN SUBMERSIBLE PUMP 1 (2M3/HR -5M3/HR 2A 48+ Motor)		250hrs		1500hrs		6000hrs	
8	Unit	ELECTRIC DRIVEN SUBMERSIBLE PUMP 2 (5M3/HR-8M3/HR 5A44+ Motor)		250hrs		1500hrs		6000hrs	
9	Unit	PRIME MOVER: Ashok Leyland 9016 Light commercial 7Tonnes RHD 4X2 Truck (HL4CTDG1/1) with 7 Ton (7000kgs) wire line winch, plat form with suitable control panel, supported by 4 jacks for stability. The unit is mounted on the hydraulics is powered by the truck engine through transfer gear box. (Service and Maintenance Description as per the outlined Tender Performance Specifications)		5000km		10000km		15000km	
10	Unit	A 40KVA-415Volts GENSET-OJUS generator ALWD615 GENSET / ASHOK LEYLAND ENGINE HL4CTDG1/1 with silenced canopy is also mounted on the same truck with STAMFORD alternator (Service and Maintenance Description as per the outlined Tender Performance Specifications)		250hrs		1500hrs		6000hrs	
11	Unit	4X4 Double Cab Ford Ranger (Service and Maintenance Description as per the outlined Tender Performance Specifications)		5000km		10000km		15000km	

FRAMEWORK PROVISION AGREEMENT FOR REPAIR, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR THE COUNTY GOVERNMENT OF BUNGOMATH  
PROVISION OF REPAIR, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING

PERFORMANCE BASED SERVICE AND MAINTENANCE PRICE LIST									
SR. No.	Unit/Item #	Item / Unit Description (All Services and Maintenance Description Are As per the outlined Tender Performance Specifications)	SERVICE "A" (MINOR)		SERVICE "B" (MEDIUM)		SERVICE "C" MAJOR)		ALL SERVICE PARTS LIST AND THEIR UNIT COST PER EACH ITEM OR RIG OR TRUCK/VEHICLE
			UNIT COST(Kshs )	INDICATE DURATION/ UNIT OF MEASUREMENT (KM/HOURS /RPM/M)	UNIT COST (Kshs)	INDICATE DURATIO N/UNIT OF MEASURE MENT (KM/HOU RS/RPM)	UNIT COST(Kshs )	INDICATE DURATIO N/UNIT OF MEASURE MENT (KM/HOU RS/RPM)	
12	Unit	PRD 150 Mud Pump with a Water Pump, piston rods and pump liners (Service and Maintenance Description as per the outlined Tender Performance Specifications)		250hrs		1500hrs		6000hrs	Associated Service Parts (Provide a detailed list of all the associated service parts to be used during service and their unit cost)
13	Unit	Welding Machine with hydraulic motor M4C-43-1N00-A1,220Amps alternator,300 Amps alternator fan with fiber couplings (Service and Maintenance Description as per the outlined Tender Performance Specifications)		250hrs		1500hrs		6000hrs	
14	Unit	Hydraulic System with Hydraulic Cylinders equipped with filter elements (Service and Maintenance Description as per the outlined Tender Performance Specifications)		250hrs		1500hrs		6000hrs	
NOTE THAT ALL PRICES SHOULD BE INCLUSIVE OF LABOR, TRANSPORT TO AND FRO to BUNGOMA TOWN CBD, STORAGE, %PROFIT, IMPORT DUTIES, DELIVERY COSTS, OVERHEAD COSTS, SUNDRIES AND TAXES (TOTAL FOR UNIT PRICES)									

Signed by: \_\_\_\_\_ Authorized signatory on behalf of the bidder. STAMP \_\_\_\_\_

Note: The quantities will be purchased on as and when required basis, the order shall be confirmed by official LPO duly signed by an authorized government officer(s) through the IFMIS System.

**PRICE SCHEDULE/BILL OF QUANTITIES FOR THE REPAIR AND IMPROVEMENT(MODIFICATION) SERVICES/ SERVICES**

SR. No.	Unit/Item #	Item / Unit Description	VEHICLE TYPE/MODEL	ITEM SPECIFICATION/MODEL	UNIT COST	REMARKS	PROVIDE REPAIRS AS NECESSARY. ATTACH PRICES FOR THE PARTS (GENUINE) AND LABOUR COST ASSOCIATED WITH REPLACEMENT OF THE PART(S)
		<b>TYRES AND TUBES</b>					
1	Item	Premium Tyres: 215/70 R 16					
2	Item	Premium Tyres: 255/70 R 16					
3	Item	Premium Tyres: 265/60 R 18					
4	Item	Premium Tyres: 265/65 R 17					
5	Item	Premium tyres:10.00-20 R20 Tyres JET EXTRA/APOLLO/GOODYEAR					
6	Item	Premium tyres:8.25-20 R20 Tyres JET EXTRA/APOLLO/GOODYEAR					
7	Item	Premium tyres:10.00-20 R16 Tyres JET EXTRA/APOLLO/GOODYEAR					
8	Item	Premium tyres:8.25-20 R16 Tyres JET EXTRA/APOLLO/GOODYEAR					
		<b>BATTERIES</b>					
9	Item	Battery Size N70					
10	Item	Battery Size DIN66					
11	Item	Battery Size NS60					
12	Item	Battery Size NS70					
13	Item	Battery Size N70L					
14	Item	Battery Size DIN80					
15	Item	Battery Size DIN88					
16	Item	Battery Size N90					
17	Item	Battery Size N100					
18	Item	FXP1-MHD 1800 OCV-12.58V HEAVY DUTY BATTERY					
		<b>WIPER BLADES</b>					

**FRAMEWORK PROVISION AGREEMENT FOR REPAIR, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR THE COUNTY GOVERNMENT OF BUNGOMATH  
PROVISION OF REPAIR, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING**

SR. No.	Unit/Item #	Item / Unit Description					
			<b>VEHICLE TYPE/MODEL</b>	<b>ITEM SPECIFICATION/MODEL</b>	<b>UNIT COST</b>	<b>REMARKS</b>	<b>PROVIDE REPAIRS AS NECESSARY. ATTACH PRICES FOR THE PARTS (GENUINE) AND LABOUR COST ASSOCIATED WITH REPLACEMENT OF THE PART(S)</b>
19	Item	Frame-Style Wipers					
20	Item	Winter wiper blades					
21	Item	Beam-Style Wipers					
22	Item	Rear wipers for the 4X4					
		<b>SUSPENSION SYSTEM</b>					
23	Item	Replace Front shock absorbers					
24	Item	Replace Rear shock absorbers					
25	Item	Replace Arm Bush					
26	Item	Replace Rack end					
27	Item	Replace Tire Rod end					
28	Item	Replace Steering Rack Assy					
		<b>PAINT JOB</b>					
29	Item	Whole vehicle resprays					
30	Item	Dent repair and respray					
		<b>WHEEL ALIGNMENT/BALANCING</b>					
31	Item	Basic wheel alignment					
32	Item	Camber adjustment/alignment					
33	Item	Computerized wheel balancing					
		<b>MIRRORS</b>					
34	Item	Windscreen					
35	Item	Replace Side mirror (LHS)					
36	Item	Replace Side mirror (RHS)					
37	Item	Replace Rear View Mirror,					
38	Item	Replace Side Mirror Housing with Mirror					

**FRAMEWORK PROVISION AGREEMENT FOR REPAIR, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR THE COUNTY GOVERNMENT OF BUNGOMATH**  
**PROVISION OF REPAIR, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING**

SR. No.	Unit/Item #	Item / Unit Description					
			<b>VEHICLE TYPE/MODEL</b>	<b>ITEM SPECIFICATION/MODEL</b>	<b>UNIT COST</b>	<b>REMARKS</b>	<b>PROVIDE REPAIRS AS NECESSARY. ATTACH PRICES FOR THE PARTS (GENUINE) AND LABOUR COST ASSOCIATED WITH REPLACEMENT OF THE PART(S)</b>
39	Item	Replace Door Window Glass					
		<b>SEAT BELTS</b>					
40	Item	Fit new seat belts					
41	Item	Repair Seat Belts					
42	Item	Repair Seat Belt Bracelet					
43	Item	Replace Seatbelt.					
		<b>SPEED LIMITER</b>					
44	Item	Fit speed limiter					
45	Item	Replace Speed Limiter					
46	Item	Repair Speed Limiter					
		<b>PUNCTURE REPAIR</b>					
47	Item	Repair puncture on the tube					
48	Item	Repair of puncture on tubeless tyre					
49	Item	Replace Nozzles					
		<b>BRAKE SYSTEM</b>					
50	Item	Replace brake Disc					
51	Item	Replace brake Drum					
52	Item	Replace brake Pads (Rear)					
53	Item	Replace brake Pads (Front)					
54	Item	Replace Brake Lining (Rear)					
55	Item	Skimming: Rear Brake disc					
56	Item	Skimming: Front Brake Lining					
		<b>ENGINE COMPONENTS</b>					
57	Item	Replace Fan belt					

**FRAMEWORK PROVISION AGREEMENT FOR REPAIR, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR THE COUNTY GOVERNMENT OF BUNGOMATH**  
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SR. No.	Unit/Item #	Item / Unit Description	VEHICLE TYPE/MODEL	ITEM SPECIFICATION/MODEL	UNIT COST	REMARKS	PROVIDE REPAIRS AS NECESSARY. ATTACH PRICES FOR THE PARTS (GENUINE) AND LABOUR COST ASSOCIATED WITH REPLACEMENT OF THE PART(S)
58	Item	Replace Timing Belt					
59	Item	Replace V-Belt					
60	Item	Replace Spark Plugs / Injection Nozzles					
61	Item	Replace tensioner Assy					
		<b>FILTERS</b>					
62	Item	Replace air conditioner Filter					
63	Item	Replace Pollen Filter					
		<b>LIGHTING SYSTEM</b>					
64	Item	Replace Head Lamp (LHS)					
65	Item	Replace Head Lamp (RHS)					
66	Item	Replace Tail light (LHS)					
67	Item	Replace Tail light (RHS)					
68	Item	Replace Corner Light (LHS)					
69	Item	Replace Corner Light (RHS)					
70	Item	Replace Bulb (interior)					
71	Item	Replace Bulb (external)					
		<b>OTHERS</b>					
72	Item	Replace wheel Cap					
73	Item	Replace Back Door Lock Assy					
74	Item	Clean Foggy Headlights					
		<b>RIG/CAR/VEHICLE BODY WASH</b>					
75	Item	Drilling Rig Executive Car wash					
76	Item	Test Pumping Unit Executive Car wash					
77	Item	Support Truck Executive Car Wash					

**FRAMEWORK PROVISION AGREEMENT FOR REPAIR, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR THE COUNTY GOVERNMENT OF BUNGOMATHPROVISION OF REPAIR, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING**

SR. No.	Unit/Item #	Item / Unit Description					
			VEHICLE TYPE/MODEL	ITEM SPECIFICATION/MODEL	UNIT COST	REMARKS	PROVIDE REPAIRS AS NECESSARY. ATTACH PRICES FOR THE PARTS (GENUINE) AND LABOUR COST ASSOCIATED WITH REPLACEMENT OF THE PART(S)
78	Item	4X4 Ford Ranger Double Cab Executive Car Wash					
		<b>RIG/CAR/VEHICLE BODY WASH</b>					
79	Item	Drilling Rig Standard Car wash					
80	Item	Test Pumping Unit Standard Car wash					
81	Item	Support Truck Executive Standard Wash					
82	Item	4X4 Ford Ranger Double Cab Standard Car Wash					
		<b>DETAILED INTERIOR CLEANING</b>					
83	Item	Drilling Rig					
84	Item	Test Pumping Unit					
85	Item	Support Truck					
86	Item	4X4 Ford Ranger Double Cab					
		<b>CAR ENGINE WASH</b>					
87	Item	Drilling Rig					
88	Item	Test Pumping Unit					
89	Item	Support Truck					
90	Item	4X4 Ford Ranger Double Cab					
		<b>CAR IDENTITY</b>					
91	Item	Insert car identity on single mirror					
92	Item	Insert car Identity on all mirrors					

**SCHEDULE OF RATES FOR ANTICIPATED EMERGENCY SERVICES**

In case of break down, the following Engineer call out rate/ day shall apply for trouble shooting any of the above equipment’s. Transport rates provided shall apply uniformly for visit done on either routine service or breakdown/emergency calls.

**Trip**

NB: All prices/Rates quoted shall be inclusive of 16% VAT & transport to County Water Offices. The bidder may provide a breakdown of the Unit rates for all other services expected to be performed that has not been specified above i.e. in case of unforeseen breakages for the equipment’s.

The bidders are expected to insert the rates to the anticipated items that can arise as emergency services during the contract period of the performance-based contract. The Employer shall be at no obligation to use the indicated non-competitive rates indicated in this schedule in case of emergency services. In such a case Employer will be at liberty either negotiate new rates with successful bidder (Service provider) or procure another service provider to execute the emergency services independently using the laid down procurement regulations.

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		<b>BREAKDOWN LABOUR AND TRANSPORT</b>					
1	Day	Engineer call out rate/ day					
2	Trip	Transport to the Service provider's Service shop or Garage					
3	Trip	Transport to Back to Bungoma Town CBD					
4	Day	Storage costs at the Service provider's Garage or Service shop					

**FRAMEWORK PROVISION AGREEMENT FOR REPAIR, SERVICING AND ROUTINE MAINTENANCE OF THE DRILLING RIG FLEET FOR THE COUNTY GOVERNMENT OF BUNGOMATH**  
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		<b>ROAD RESCUE SERVICE/TOWING &amp; RECOVERY</b>					
5	Unit	Drilling Rig Unit as specified in the tender					
6	Unit	Test Pumping Unit as specified in the tender					
7	Truck	Support Truck as specified in the tender					
8	Vehicle	4X4 Ford Ranger Double Cab vehicle as specified					
		<b>DRILLING TOOLS AND ACCESSORIES</b>					
9	No	<b>5m drill pipes 115mm</b> outside diameter (OD) with 2 7/8" API IF tool joints (Male x Female)					
10	No	S 82 hammer assembly (7 7/8" OD)					
11	No	6.5" OD D6M Hammer Assembly					
12	No	6-1/2 Button Bit for D6M Hammer					
13	No	10" Mill Tooth Tricone Bit					
14	No	8-1/2" Mill Tooth Tricone Bit					
15	No	s55 hammer assembly					
16	No	5-1/2" bit for s55					
17	No	250mm diameter bit for S 82- Hammer (for DTH hammer)					
18	No	210mm diameter button bit for S 82- Hammer					
19	No	Hammer bits D6M - 150mm diameter					

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20	No	Drag bit - 250mm diameter					
21	No	Drag bit - 210mm diameter					
22	No	Wing/Clay bit - 210mm diameter					
23	No	Non-return valve to fit on the rod line					
24	No	Casing elevators - 6"					
25	No	Casing elevators - 10"					
26	No	Casing clamps - 6"					
27	No	Casing clamps -10"					
28	No	Saver subs, rotary head to rods					
29	No	Cross over sub, hammer to rods					
30	Sets	Pneumatic bit grinder with hose					
31	No	Bit grinding stones for bit grinder (KSEIBI 689052 Grinding stone Set Of 10 Pc Stone Rotary Grinding Bits with 1/4 Inch and 1/8 Inch shank)					
32	No	Cutter disc for bit grinding (SKIL 79505C 4-Inch Continuous Rim Diamond Grinding Disc)					
33	No	Mud pump seal kit					
34	No	Pipe wrench 305mm (RIDGID 31015 Model 12 Heavy-Duty Straight Pipe Wrench, 12-inch Plumbing Wrench)					
35	No	Pipe wrench 610mm					
36	No	Chain tongs 914mm (RIDGID 92685 3237 Double-					

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		End Chain Tongs)					
37	M	Electrical Submersible Cable 6Mm					
38	M	Electrical Submersible Cable 4Mm					
39	M	30m length PN 10 Hoarse Pipe 3" for borehole flashing					
40	M	G.I. Pipes 1 1/2" Class D- 6m					
41	Pcs	Stainless Steel Sockets 1 1/2"					
42	Pkts	Cable Ties 380mm by 4.8mm pack of 100					
43	Pkts	Insulating tape					
44	Nos	Electric Angle Grinder 115mm, 900 W/230V; WITH 3- Meter power cable and BS type plug					
45	Pcs	Cutting disc O 115mm by 3mm with 22mm bore					
46	Pcs	Pipe wrench 24"					
47	Pcs	Pipe wrench 36"					
48	Pcs	Vice clamp 48"					
49	Pcs	Chain wrench - medium					
50	Pcs	Lifters 11/2 (Fabrication as directed by the mech. Engineer)					
51	Pcs	Lifters 11/4" (Fabrication as directed by the Mech. Engineer)					
52	Pcs	Lifters 2" (Fabrication as directed by the Mech. Engineer)					

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53	No	Electrical bulb 60watt					
54	No	Extension cable with reel 15m					
55	No	G.I. Bend 1 1/2"					
56	M	G.I. Pipe 1 1/2" Class D-6m					
57	No	Gate valve 1 1/2" -Pegler UK make					
58	No	Hack saw -frame					
59	No	Hack saw - blade					
60	No	Hammer 20Lbs					
61	No	Buckets 20Litres					
62	No	Wire Brush					
63	No	Splicing Kit					
64	m	10sq mm armored cable (connection between Genset and panel)					
65	No	1 1/2" Pipe clamp (heavy duty)					
66	Unit	Welding machine					
67	No	Rod carrier with pin					
68	M	Wire rope					
69	No	Hammer guide					
70	No	Rod guide					
71	No	Bit spanner					

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SR. NO	UNIT OF MEASUREMENT	All drilling tools are to comply with the Specification. The rates inserted herein are to include for delivery to the site, storage, handling, overheads, taxes and profit	TYPE/MODEL	ITEM SPECIFICATION OR MODEL	UNIT COST	REMARKS	PROVIDE REPAIRS AS NECESSARY. ATTACH PRICES FOR THE PARTS (GENUINE) AND LABOUR COST ASSOCIATED WITH REPLACEMENT OF THE PART(S)
72	No	Rod spanner					
73	No	Hammer Gripper					
74	No	Hammer sub					
75	No	Casing clamp					
76	No	Casing Carrier					
77	No	Rod adaptor					
78	No	Long rod spanner					
79	No	Screw spanner (adjustable)					
80	No	Pipe range medium					
81	No	Pipe range large					
82	No	Sledge hammer 6LBS					
83	No	Sledge hammer 3LBS					
84	No	Tarimbo					
85	No	Jembe					
86	NO	Spade					
87	No	First Aid Kit					
88	No	Drag bit 4.5"					
89	No	Head adaptor					
90	No	Bit spanner for S 82					
91	No	Break out spanner with chain					

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92	No	Cotter pin lock for carrier					
93	No	4½"OD Rod Guide Bush					
94	No	Hammer guide bush for PRD 6					
95	No	Hammer guide bush for S82					
96	No	Hammer Gripper for PRD 6					
97	No	Hammer Gripper for S82					
98	Nos each	6½" 8½" 10½" Bit Spanners					
99	No	Back Head Spanner for PRD 6					
100	No	4½"OD Long Rod Spanner					
101	Nos	4½"OD Short Rod Spanner					
102	No	4½"OD Rod Carrier					
103	No	4½"OD Rod Adapter					
104	No	4½"OD Bend Spanner					
105	No	Casing Clamp 6"					
106	No	Casing Carrier 6"					
107	No	S82 Sub with lifting hook					
108	Kit	One set of Driller hand tools					
109	Nos	Sledge hammer (3 sizes - One Each)					
110	No	Hand pump for fuel					
111	No	Chain Wrench					

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112	No	Shawel small					
113	Nos	Crow Bar					
114	Set	Box Spanner set					
115	No	Grease Dispenser					
116	No	Safety Glass					
117	No	Safety Helmet					
118	No	Chain tongs 610mm					
119	No	Chain tongs 610mm					
		<b>TRAINING</b>					
120	Lump	Continuous Training of the staff on issues pertaining Service and Maintenance per session (Provide a further breakdown or quotation per session)					



PERFORMANCE SECURITY FORM

To .....

[name of Procuring entity]

WHEREAS ..... [name of tenderer] (hereinafter called "the tenderer")  
has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of  
the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_ to supply .....  
[description of goods] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish  
you with a bank guarantee by a reputable bank for the sum specified therein as security for  
compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the  
tenderer, up to a total of ..... [amount of the guarantee in words and figure] and we  
undertake to pay you, upon your first written demand declaring the tenderer to be in default  
under the Contract and without cavil or argument, any sum or sums within the limits of  
..... [amount of guarantee] as aforesaid, without you needing to prove or to show  
grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To .....

*[name of Procuring entity]*

*[name of tender]* .....

**26. Gentlemen and/or Ladies:**

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,

..... *[name and address of tenderer]* (hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of .....

..... *[amount of guarantee in figures and words]*.

We, the ..... *[bank or financial institutions]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ..... *[amount of guarantee in figures and words]*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ..... *[date]*.

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

MANUFACTURER'S AUTHORIZATION FORM

To [name of the Procuring entity] .....

WHEREAS ..... [ name of the manufacturer] who are established and reputable manufacturers of ..... [name and/or description of the goods] having factories at ..... [address of factory] do hereby authorize ..... [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

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[signature for and on behalf of manufacturer]

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.

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

APPLICATION NO..... OF .....20.....

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

I/We....., the above named Applicant(s), of address: Physical address..... Fax No.....Tel. No..... Email ....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above-mentioned decision on the following grounds, namely: -

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED ..... (Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

SIGNED

Board Secretary