

SECTION I: FACT SHEET

Item	Details
Reference No.	Requisition Number 6049
Tender Title	Borehole Assessment for Rehabilitation and Repair of Sukuroi and Tupurde Boreholes, Farakoren Location, Korr Ngurunit Ward, Marsabit County.
Procurement Type	Request For Proposal (RFP)
Submission Platform	Coupa
Clarifications Contact	procurement@cwsafrica.org
Closing Date & Time	17th July 2026
Validity Period	90–120 days
Questions and Answers (Q&A)	If any, Submit Questions in writing to: Procurement@cwsafrica.org Last Day for Questions: 13th July 2026; 12 Noon Questions will be answered by 14th July 2026; 05:00 PM All questions received will be consolidated and responses will be shared with all vendors
Award Date (Tentative)	TBD

SECTION II: INVITATION TO TENDER

Church World Service (CWS) is a global humanitarian and development organization dedicated to serving the vulnerable through relief, development, and refugee resettlement services. CWS Africa implements programs across Kenya, Tanzania, Uganda, and other countries within the region, including remote and underserved communities.

1. Background

Church World Service (CWS) intends to undertake a technical assessment to inform the rehabilitation and repair of two community boreholes located in Ilaut, Korr-Ngurunit Ward, Marsabit County. The boreholes and associated water use facilities, including water tanks and cattle troughs, are critical for domestic use, livestock production, and other livelihood activities for surrounding communities. Due to recurring breakdowns and reduced performance, CWS seeks to engage a qualified service provider to carry out a comprehensive borehole assessment prior to rehabilitation works. The assessment will determine the current condition of the boreholes, associated pumping systems, and related water use facilities, identify the causes of breakdowns, test borehole performance, assess water quality, and provide practical recommendations and cost options for repair and rehabilitation.

2. Purpose of the Assignment

The purpose of this assignment is to assess the operational status, structural integrity, pumping performance, and water quality of the two boreholes and to evaluate the condition and functionality of associated pumping systems, water use facilities, including water tanks and cattle troughs, to accurately determine the causes of malfunction and guide appropriate repair and rehabilitation interventions.

3. Scope of Work

The consultant/service provider shall perform the following tasks for the two boreholes:

3.1 Mobilization of equipment.

- ✓ Mobilize the required equipment, tools, and personnel to the site for assessment of the two boreholes.

3.2 Borehole Lifting and Lowering Operations.

- ✓ Lift existing pumping equipment and associated accessories for each of the two boreholes.
- ✓ Inspect all extracted components, including pumps, pipes, cables, and fittings, and document their condition.
- ✓ Lower and reinstall the equipment after inspection and testing, unless otherwise advised by CWS based on assessment findings.

3.3 Borehole Camera Inspection.

- ✓ Conduct downhole camera inspection for each of the two boreholes.
- ✓ Assess the physical condition of the casing, screen, borehole walls, and overall, well integrity.
- ✓ Identify blockages, sediment build-up, corrosion, collapse, or any other downhole defects affecting performance.

3.4 Pumping Test

- ✓ Conduct a 24-hour continuous pumping test for each of the two boreholes and analyze yield, drawdown, and recovery performance.

3.5 Water Quality Analysis.

- ✓ Collect water samples from each of the two boreholes using appropriate sampling procedures.
- ✓ Undertake laboratory water quality analysis and present the results in a clear report.

3.6 Technical Assessment and Recommendations.

- ✓ Determine the causes of breakdown, reduced performance, or non-functionality of each borehole, its pumping system, and associated water use facilities.
- ✓ Recommend repair, replacement, or rehabilitation measures required to restore and improve functionality.
- ✓ Provide indicative cost estimates and technical specifications for the recommended rehabilitation and repair interventions.

3.7 Associated Water Use Facilities

- ✓ Inspect associated water use facilities served by the boreholes, including water tanks, cattle troughs, pipework, valves, and visible distribution points, and document their condition and functionality

4. Deliverables

The consultant shall submit the following deliverables for the two boreholes:

1. Borehole camera inspection reports for Sukuroi and Tupurde boreholes.
2. Pumping test reports for both boreholes.
3. Water quality laboratory analysis report.
4. Detailed findings on causes of breakdown affecting the boreholes, pumping systems, water tanks, cattle troughs, and associated water use facilities.
5. Recommendations for rehabilitation and repair work.
6. A final comprehensive assessment report consolidating findings, conclusions, prioritized recommendations, and indicative cost estimates for rehabilitation and repair of both boreholes and associated pumping systems and water use facilities.

5. Methodology

The service provider shall clearly outline the proposed assessment methodology, including the activities in the quotation and the approach for carrying them out safely and efficiently.

- ✓ Mobilization to site and preliminary inspection arrangements.
- ✓ Borehole lifting and lowering procedure.
- ✓ Downhole camera inspection process.
- ✓ Twenty-four-hour pumping test procedures and data analysis.
- ✓ Water sampling and laboratory analysis procedures.
- ✓ Inspection and condition assessment of associated pumping systems and water use facilities, including water tanks, cattle troughs, and related distribution components.
- ✓ Technical analysis, reporting, and presentation of recommendations.

6. Duration of the Assignment

The assessment shall be completed within 10 working days as agreed with CWS, considering mobilization, lifting and lowering, camera inspection, 24-hour pumping tests for both boreholes, water quality analysis, and submission of the final report.

7. Consultant Qualifications

The assignment shall be undertaken by a firm or consultant with:

- ✓ Proven experience in borehole assessment, pumping system inspection, drilling support, and rehabilitation works.
- ✓ Demonstrated capacity to conduct lifting and lowering operations, downhole camera inspections, 24-hour pumping tests, and water quality analysis.
- ✓ Availability of qualified technical personnel, the necessary equipment, and the capacity to produce clear technical reports with costed recommendations.

8. Mandatory Requirements;
Bidders must meet ALL requirements to proceed to technical evaluation

No.	Mandatory Requirement	Compliance Status
1	Certificate of incorporation or registration	Mandatory
2	Licenses, Registrations and Accreditations; WRA registration/authorization and NEMA registration/license	Mandatory
3	Valid Business Permit	Mandatory
4	Valid tax compliance certificate.	Mandatory
5	Site Visit Certificate	Mandatory
5	CWS Signed conflict of interest declaration.	Mandatory
6	CWS Vendor Disclosure Form	Mandatory
7	CWS Non-Disclosure Agreement (NDA)	Mandatory
8	CWS Terms and Conditions	Mandatory
9	CWS Supplier Code of Conduct	Mandatory

9. Technical Evaluation Criteria

The technical proposals shall be evaluated based on the bidder's demonstrated capacity to undertake the borehole assessment, pumping system inspection, water quality analysis, and preparation of practical rehabilitation recommendations. Only bidders who meet the mandatory requirements and attain the minimum technical score shall proceed to financial evaluation.

Evaluation Area	Criteria	Maximum Score
Relevant Experience	Demonstrate experience in borehole assessment, rehabilitation diagnostics, pumping system inspection, test pumping, and water quality analysis, supported by evidence of similar assignments 2(Contracts or POs) and 2 client references.	20
Proposed Methodology and Work Plan	Clarity, completeness, and appropriateness of the proposed methodology for mobilization, lifting and lowering, camera inspection, 24-hour pumping tests, water sampling, facility inspection, analysis, reporting, and assignment scheduling.	20
Technical Personnel	Qualifications and experience of proposed key personnel, including hydrogeologist, borehole technician, pump technician/electromechanical technician, water quality specialist, and reporting lead.	10
Equipment and Technical Capacity	Availability and suitability of required equipment, including lifting and lowering equipment, downhole camera, test pumping equipment, water level meters, flow measurement devices, sampling containers, and appropriate transport for field operations.	10
Reporting and Deliverables	Quality and completeness of proposed reporting approach, including camera inspection reports, pumping test analysis, water quality results, facility condition assessment, recommendations, technical specifications, and indicative cost estimates.	5
Health, Safety, Environmental and Community Considerations	Adequacy of proposed safety measures, environmental protection practices, site management, community coordination, and risk mitigation during field activities.	5
Total Technical Score		70
Financial Evaluation	Financial proposals shall be evaluated based on price competitiveness, completeness of the cost breakdown, and alignment of quoted costs with the required scope of work.	30
Combined Evaluation Score	Final ranking shall be based on the combined technical and financial scores.	100

Minimum Technical Pass Mark: Bidders shall be required to obtain a minimum technical score of 49 out of 70 points to proceed to financial evaluation. The final evaluation shall be based on a combined score of 100 points, comprising 70 points for technical evaluation and 30 points for financial evaluation. CWS reserves the right to reject proposals that do not demonstrate adequate technical capacity, even where the financial offer is competitive.

Cost Alignment Note: This ToR is aligned to the quoted assessment activities, namely mobilization to site, lifting and lowering for two boreholes, camera inspection for two boreholes, 24-hour test pumping for two boreholes, and water analysis for two boreholes. Any rehabilitation or repair works identified by the assessment shall be treated separately from this assessment assignment.

For any clarification, please send an email to Procurement@cwsafrica.org.

For the site visit please contact Michael Harre on +254 705 969 052

The annexes listed below form part of this tender document.

Annex 1: Vendor Information Form

Annex 2: Church World Service Supplier Code of Conduct

Annex 3: Church World Service Terms and Conditions

Annex 4: Church World Service Non-Disclosure Agreement (NDA)

Annex 5: Church World Service Conflict of Interest

Annex 6: Site Visit Form

Annex 1: Vendor Information Form

Section 1 – Business Details

1. Business Name _____
2. Physical Address _____
3. Mailing Address _____
4. Email Address _____
4. Telephone Number (s) _____
5. Primary Contact _____
6. Title/Designation _____
7. Secondary Contact _____
8. Title/Designation _____

Section 2 – Registration Details

Registered Name _____

9. Type of Registration _____
 (Private company, close corporation, partnership, sole proprietorship, non-profit company, or other)

PIN Number _____

10. Company Officers _____

Section 3 – Goods / Services Provided

11. Is the business a manufacturer, trader/distributor, or service provider?

What is the main line of goods or services provided?

12. Do you wish to be considered as a vendor for any other goods or services? If so, please explain.

Section 4 – Payment Terms & Method

Church World Service prefers a minimum of 30 days' credit from the date of invoice and electronic payment.

13. Please state the credit period and preferred payment method if different from the above.

Section 5-Bank Details

17.	Account Name	
18.	Bank Name	
19.	Bank branch	
20.	Account Number	
21.	Currency	
22.	Branch Code	
23.	Swift Code	

Please note that it is against Church World Service policies for staff to ask for favors of any kind from vendors.

It is also against our procurement policies for any vendor to pay in cash or in kind for any favors.

Vendors are responsible for maintaining secure banking and communication controls. Church World Service shall not be liable for payments misdirected due to compromise of the vendor's systems or communications. For this tender, vendors shall also confirm controls for protecting traveler and approved migrant personal information, including secure handling of passports, visas, manifests, payment information, special assistance needs, and other sensitive records, and shall identify the officer responsible for privacy and information security compliance.

Name of vendor's authorized official: _____

Signature: _____

Date completed: _____

Annex 2: Supplier Code of Conduct Acknowledgment

This form is to be completed by any supplier, contractor or service provider who wishes to supply goods or services to Church World Service. The officer completing the form should be a senior manager authorized to sign or act on behalf of the company.

Introduction

Church World Service policies do not allow the awarding of supply or service contracts to be based on or influenced by:

1. Personal or family relationships between the intended supplier/contractor and any Church World Service staff member.
2. Monetary or material incentive of any kind, e. g gifts, kickbacks, bribes, commission, etc.

In addition, Church World Service management should immediately be informed if any Church World Service staff member has approached any potential supplier, contractor or service provider offering to influence the award of a supply or service contract.

Please fill in all the applicable blanks in the form below.

We, _____, hereby confirm that:

Please tick the applicable box below.

None of our staff has any personal or family relationship with any staff member of Church World Service;
or

We are aware of a relationship between one or more of our staff members and staff of Church World Service, which is fully explained as follows:

In addition to the confirmation above, we also confirm that we have not and will not attempt to influence any staff member of Church World Service regarding the awarding of any supply or service contract.

☐ Confirmed

Or

☐ Not confirmed

We commit to comply with the CWS Supplier Code of Conduct.

Supplier Code of Conduct, that:

We must be able to demonstrate compliance with the Church World Service Supplier Code of Conduct. This includes documented evidence and the right of Church World Service or a designated firm to conduct audits. Audits include facility inspections, review of supplier records business practices and conducting employee interviews.

- i. The highest standard of integrity is expected in all of our business dealings. All forms of corruption, extortion, bribery (including facilitation payments), and embezzlement are strictly prohibited and may result in immediate termination and legal action:
- ii. Suppliers will not offer or provide money or anything of value to any person if the circumstances indicate that it is probable that all or part of the money or other thing of value is being given to another individual or entity to influence official action or to obtain a business advantage.
- iii. Suppliers are expected to understand relevant Church World Service gift and hospitality policies before offering or providing Church World Service personnel with any gift and/or business entertainment. Gifts or entertainment should never be offered to Church World Service personnel or representatives under circumstances that create the appearance of impropriety.
- iv. Suppliers must comply with all applicable trade control laws and regulations in the import, export, re-export or transfer of goods and services (including software and technology). All invoices and any customs or similar documentation submitted to Church World Service or governmental authorities in connection with transactions involving Church World Service must accurately describe the goods and services provided and the price thereof.
- v. Suppliers shall not share or exchange any prices, costs or other competitive information, or undertaking of any collusive conduct with any other third party to Church World Service with respect to any proposed, pending or current Church World Service procurement.
- vi. Suppliers will use only subcontractors or other third parties who comply with all applicable laws and regulations, and who adhere to the same (minimum) standards set forth in this guide.
- vii. Church World Service may conduct annual compliance surveys to confirm compliance with this Supplier Code of Conduct. However, Church World Service expects that suppliers will actively

audit and monitor their day-to-day management processes with respect to the Church World Service Code of Conduct and provide evidence to Church World Service upon request.

1. Finally, we confirm that should any staff member of Church World Service offer us assistance in obtaining the award of any supply or service contract, we will immediately inform senior management of Church World Service.

Affix Company Stamp Below

Submitted by: Name:

Position:

Annex 3: Church World Service Terms and Conditions

1. **Defined Terms.** Each of the following terms has been used more repeatedly in this document: Authorized Representative, Contract Number, Delivery Date, Delivery Location, Delivery Terms, Donor Terms, Goods, Packing Requirements, Pricing, and Specifications. Other terms are defined as specified throughout this Agreement.
2. **Purchase and Sale of Goods.** Supplier will sell to Church World Service, and Church World Service will purchase and pay for, the Goods in accordance with the terms and conditions set forth in this Agreement.
3. **Specifications.** The Goods must strictly comply with or exceed the Specifications. No deviation, substitution or change is permitted without Church World Service' prior written consent.
4. **Purchase Order Amendments.** Church World Service may suspend Supplier's performance, increase or decrease the ordered quantities, or make changes for Church World Service' reasonable business needs by written notice to Supplier (each, a "Purchase Order Amendment"). Unless mutually agreed, a Purchase Order Amendment does not apply to change the Goods timely and fully delivered and accepted before the date of the Purchase Order Amendment. If any change causes an increase or decrease in the cost of, or the time required for, Supplier's performance, an equitable adjustment may be made in the price or delivery schedule or both, if such adjustment is set forth in a Purchase Order Amendment signed by the Authorized Representative.
5. **Inspection, Acceptance and Rejection.**
 - a. All Goods will be subject to Church World Service' inspection and testing, at any time and place, including the period of manufacture/production/creation and before final acceptance. If Church World Service inspects or tests at Supplier's premises, Supplier, without additional charge, will provide all reasonable facilities and assistance for the safety and convenience of Church World Service' inspectors. No inspection or testing done or not done before final inspection and acceptance will relieve Supplier from responsibility for defects or for other failure to meet the requirements of this Agreement. Notwithstanding any prior inspections or payments made, all Goods will be subject to final inspection and acceptance at the Delivery Location within a reasonable time after delivery (but in no event, less than five business days after the date of delivery).
 - b. Acceptance will occur only when the Authorized Representative delivers written, signed notice of acceptance to Supplier in the form of a goods received notice ("GRN") and such notice has been signed by Supplier's representative. The GRN must include: (1) the GRN number; (2) the Contract number; (3) a description of the Goods; (4) the quantity delivered; (5) final inspection date and location; (6) quantity accepted; and (7) quantity rejected or over-shipped.
 - c. If any delivery, documentation or the Goods delivered do not comply with all of the terms and conditions of this Agreement, Church World Service may do one or more of the following: (1) reject such nonconforming Goods, accept conforming Goods and reduce the purchase price by such amount as Church World Service determines in good faith reflects the value to Church World Service of the accepted Goods, (2) accept such nonconforming Goods and reduce the purchase price by such amount as Church World Service determines in good faith reflects the reduced value to Church World Service of such nonconforming Goods; (3) reject all Goods; and/or (4) terminate this Agreement without any further obligation on Church World Service' part.
 - d. If any Goods are finally accepted, Church World Service will only pay for the quantity accepted up to the quantity specified in this Agreement. Church World Service will in no event pay for quantity above the amount provided for in this Agreement or accepted. Church World Service or its agent will hold overshipments and non-conforming shipments at Supplier's risk and expense for a reasonable time awaiting Supplier's instructions. Supplier will bear the expense of return charges, storage charges and other expenses for over-shipped quantities and Goods not accepted.
6. **Packing.** All Goods will be prepared for shipping and delivery and will be shipped in accordance with the Packing Requirements. Price based on weight will include net weight only. Supplier will not charge Church World Service for packaging or pre-shipping costs, such as boxing, crating, handling damage, drayage, or storage. Supplier will mark all containers with necessary handling and shipping information, Contract Number, date of shipment, and names of the consignee and

consignor. A packing list, and other documentation required for domestic or international transit, regulatory clearance or identification of the Goods will accompany each shipment.

7. Transportation, Shipment and Delivery. Shipment/transportation will be in accordance with the Delivery Terms, Delivery Date, and Delivery Location. Church World Service will not be charged for shipping, delivery, loading or unloading costs unless otherwise specified in the Delivery Terms.
8. Risk of Loss. Supplier will bear all risk of loss, damage, or destruction to the Goods, in whole or in part, occurring before final acceptance by Church World Service at the Delivery Location; provided, Church World Service is responsible for any loss caused by its gross negligence.
9. Taxes, Duties and Expenses.
 - a. All taxes, duties and other governmental charges with respect to the manufacture/production/creation of the Goods and the delivery of the Goods to Church World Service in accordance with this Agreement will be the liability of, and borne solely by, Supplier. If the law requires Church World Service to withhold taxes from payments to Supplier, Church World Service may withhold those taxes and pay them to the appropriate taxing authority. Church World Service will deliver to Supplier an official notice for such taxes. Church World Service will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.
 - b. Supplier is responsible for all expenses incurred by it in performing under this Agreement.
10. Invoicing and Payment.
 - a. Church World Service will have no obligation to make any payment to Supplier with respect to the Goods until final acceptance in accordance with Section 4(b) and delivery of an invoice that fully complies with the requirements specified in this Agreement. Invoices may only be submitted after Supplier receives a GRN. Invoices must be submitted within 60 days of Supplier's acceptance of a GRN. Church World Service will have no obligation to pay an invoice submitted after 60 days or to pay an invoice amount that Church World Service disputes in a written notice to Supplier. Each invoice must contain or attach the following:
 - i. a copy of the signed GRN;
 - ii. supplier's name and address;
 - iii. description of the Goods delivered, delivery date, quantity, unit price and total price to be paid;
 - iv. all information necessary for Church World Service to implement payment (e.g., name of representative to address payment to, address, bank account information as applicable for the method of payment);
 - v. the Contract Number;
 - vi. packing slip number;
 - vii. taxes and duties (only if payable by Church World Service per the terms of this Agreement);
 - viii. delivery Location and Delivery Date; and (9) any other information reasonably required by Church World Service. Invoices will only be deemed received on the date they are delivered to the Authorized Representative and in full compliance with the requirements herein.
 - b. Church World Service will make payment within 30 days of receipt of Supplier's fully conforming invoice. Payment of an invoice will not constitute acceptance of Goods, and is subject to adjustment for errors, shortages, defects or other failure of Supplier to meet the requirements of this Agreement. Church World Service may set-off amounts owed to Church World Service against an amount Church World Service owes to Supplier or Supplier's affiliated companies, and Church World Service will provide notice to Supplier within a reasonable time after the setoff.
11. Representations, Warranties and Additional Covenants. Supplier represents and warrants to Church World Service and covenants with Church World Service as follows:
 - a. Supplier has full rights and authority to enter into and perform its obligations under this Agreement. Supplier's performance will not violate any agreement or obligation between Supplier and any third party.
 - b. The Goods and all documentation required will meet each of the standards and specifications set forth in this Agreement. The Goods are merchantable and fit for their intended purpose, comply with all applicable law and are free from all defects in material and workmanship.
 - c. Supplier will deliver good and marketable title to the Goods free and clear of all liens, claims, encumbrances and interests of any other person, entity or government. The Goods will not

infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.

- d. Supplier will comply with all applicable law, regulations and rules in the performance of its obligations under this Agreement.
- e. Supplier has not, and will not, engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).
- f. Supplier will comply with and train its employees in all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Supplier has not and will not offer or give any employee, agent, or representative of Church World Service anything of value to secure any business from Church World Service or influence such person to alter the terms, conditions, or performance of any contract with or purchase order from Church World Service, including but not limited to this Agreement.
- g. Supplier does not own, directly or indirectly, any other company that was competing for award of this Agreement. Supplier did not seek or obtain confidential information related to the award of this Agreement from any Church World Service employee, agent or representative. Supplier did not collude or conspire with any other individual or entity to limit competition for the award of this Agreement, to set prices being offered or in any other way to interfere with free and open competition.
- h. Supplier is not owned in whole or in part, directly or indirectly, by any immediate or extended family member of any Church World Service employee, agent or representative, or, if so owned, Supplier fully disclosed such relationship and any potential conflict of interest has been waived by Church World Service.
- i. Supplier shall be compliant with the CWS Child Safeguarding and Anti Human Trafficking policies.
- j. Supplier is not the subject of any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.
12. Confidentiality. Supplier will maintain the confidentiality of:
 - i. any information Church World Service provides to Supplier that Church World Service identifies as confidential;
 - ii. the terms and conditions of this Agreement; and
 - iii. non-public information regarding Church World Service' policies and practices.

Upon Church World Service' request, Supplier will return to Church World Service all confidential information provided by Church World Service to Supplier. This confidentiality obligation will survive final acceptance of the Goods, payment of the purchase price and termination of this Agreement.

13. Indemnification. Supplier will indemnify Church World Service and each of its officers, directors, employees, representatives and agents (each, an "Indemnatee"), and hold them harmless from, any and all losses, claims, damages, liabilities, any government or donor investigations, fines or penalties and related expenses (including incidental and consequential damages and reasonable attorneys' fees, whether incurred at the investigative, trial or appellate level or otherwise) incurred by any Indemnatee or asserted against any Indemnatee by any third party or by Supplier arising out of, in connection with, or as a result of this Agreement, any failure by Supplier to fully perform its obligations under this Agreement or any breach by Supplier of any of its representations and warranties under this Agreement, provided that such indemnity will not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or wilful misconduct of such Indemnatee. This indemnity obligation will survive final acceptance of the Goods, payment of the purchase price and termination of this Agreement.
14. Termination and Remedies. This Agreement may be terminated under the following circumstances:
 - a. by both Parties on mutual written agreement of the Parties;

- b. by Church World Service immediately upon written notice in the event Church World Service' donor(s) terminates or withdraws funding that Church World Service would use to pay Contractor under this Agreement;
 - c. by either Party due to the non-terminating Party's breach of this Agreement and failure to correct such breach within 15 days' prior notice of such breach;
 - d. by either Party upon written notice if a force majeure event, including any not reasonably foreseeable war, insurrection, change in law or government action or inaction, strike, natural disaster or similar event, prevents the terminating Party from being able to fulfil its obligations under this Agreement; or
 - e. by Church World Service immediately upon written notice if Church World Service using its sole discretion determines that Contractor has or will breach any of its warranties, covenants or representations in this Agreement, in which case Church World Service may withhold any and all amounts owed to Contractor until such breach is remedied. In the event termination is due to Church World Service' breach of this Agreement, by Church World Service for Church World Service convenience, due to force majeure event, or due to loss of funding, Church World Service shall be obligated to pay Contractor for its reasonable, pro-rated costs of work completed and expenses properly incurred prior to termination.
 - f. If Church World Service determines that Supplier has or will breach any of its warranties, covenants or representations in this Agreement, Church World Service may, in addition to any other remedies for such breach available at law or in equity, (i) terminate this Agreement; (ii) reject any Goods delivered; (iii) return any Goods already accepted and obtain full repayment for any amount paid for such Goods; (iv) if Supplier breaches Section 10(j), withhold payment until such investigation, suspension or debarment is lifted; and (v) if Supplier breaches any of Section 10(e), (f), (g), (h) or (i), not pay for any Goods that have been accepted but that have been consumed or otherwise cannot be returned to Supplier and report the breach to Church World Service donors and appropriate governmental authorities.
15. **Dispute Resolution.** Any unresolved dispute or claim will be settled by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. ("INTERNATIONAL DISPUTE RESOLUTION PROCEDURES") The number of arbitrators will be one. The place of arbitration will be Johannesburg, South Africa. The language of arbitration will be English.
 16. **Access to Books and Records.** Church World Service, its donors (including, if applicable, PRM and the Comptroller General of the United States) and any of their respective representatives will have access to any books, documents, papers and records of Supplier that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.
 17. **Additional Donor Terms and Conditions.** The Donor Terms (if any) are incorporated in this Agreement by reference and are fully binding on Supplier and Church World Service. In the event of a conflict between the Donor Terms and this Agreement or any other document between Supplier and Church World Service, the Donor Terms will prevail.
 18. **Miscellaneous.**
 - a. This Agreement and the rights and obligations of the parties hereto will be governed by and construed in accordance with the laws of South Africa, without regard to conflict of laws provisions.
 - b. No right or obligation under this Agreement (including the right to receive monies due) will be assigned without the prior written consent of Church World Service. Any assignment without such consent will be void. Church World Service may assign its rights under this Agreement.
 - c. All notices provided for herein will be in writing and will be delivered by hand or overnight courier service, email or fax in accordance with each party's contact information. Notices will be deemed to have been given when received, provided that notices sent by email or fax will be deemed received when sent (except that, if not sent during normal business hours for the recipient, will be deemed received at the opening of business on the next business day for the recipient).
 - d. Time is of the essence of each and every obligation of Supplier under this Agreement.
 - e. If any provision of this Agreement is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement.

- f. Except as otherwise provided above, this Agreement may be amended or modified only by a written document signed by both parties. This Agreement constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

Signed:

(Being duly authorized official to sign on behalf of the Bidder)

Name: _____

Designation: _____

Organization: _____

Date: _____

Annex 4: Non-Disclosure Agreement (NDA)

Our Ref: Requisition Number 6049

Date: _____

Procurement Unit, CWS Africa

Dear Sir,

RE: CONFIDENTIALITY & NON-DISCLOSURE UNDERTAKING.

We refer to the above matter and to the tender for Borehole Assessment for Rehabilitation and Repair of Sukuroi and Tupurde Boreholes, Farakoren Location, Korr Ngurunit Ward, Marsabit County reference number Requisition Number 6049.

We acknowledge that during the course of provision of services, we shall have access to and be entrusted with confidential information. In this letter, Confidential Information shall mean all information or material that has or could have commercial value or other utility in the business or prospective business of Church World Service. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of Church World Service, whether or not such information is identified as Confidential Information by Church World Service.

In consideration of you making Confidential Information available to us, we hereby irrevocably and unconditionally undertake to you:

1. That we shall hold in confidence any and all Confidential Information disclosed, and further agree not to disclose Confidential Information to third parties or to otherwise use Confidential Information, except with the express written consent from yourselves or as permitted under paragraph 3 below.

That we shall use the Confidential Information solely for the provision of air travel ticketing and associated services and not for any other purpose.

2. That this undertaking shall not prohibit disclosure of Confidential Information;
1. To our **Staff/Partners/Directors/Agents** who need to know such Confidential Information to assist with the Implementation. To this end, we shall endeavor to ensure that such **Staff/Partners/Directors/Agents** have been specifically informed of the confidentiality of the Confidential Information and have agreed to be bound by the terms of this undertaking or have entered into an agreement of similar scope and obligations with ourselves to protect our proprietary and/or the confidential information.
2. To the extent that such disclosure is required to be disclosed pursuant to law, court order or any requirement by any regulatory authority. In this regard, we shall promptly give notice to yourselves and provide you with sufficient time to assert any exclusions or privileges that may be available by law.
3. That upon termination of the cooperation between the parties and/or at your request, we hereby agree and undertake to return to yourselves any written information and all materials which contain and/or constitute part of the Confidential Information, and not to keep any copy thereof.
4. That this undertaking shall not apply to Confidential Information which:
 1. Is in the public domain as of the effective date of this undertaking, or legitimately comes into the public domain through no fault of ours.
 2. Is demonstrated to have been known to us prior to the date of this undertaking and was not acquired, directly or indirectly, from yourselves or from a third party under a continuing obligation of confidentiality.
 3. Is demonstrated to have been rightfully received by us after disclosure under this undertaking from a third party who did not require the same to hold it in confidence or limit its use, and who did not acquire it, directly or indirectly, from yourselves under a continuing obligation of confidentiality.
 4. Is demonstrated to have been independently developed by our personnel who had no substantive knowledge of any information provided by yourselves.
5. That we acknowledge that the Confidential Information will not form a basis of any contract between ourselves and yourselves.
6. That we warrant that we are acting as Principal in this matter, and not as agent or broker for any person, company or firm.

7. That no failure or delay by you in exercising any right, power or privilege under this undertaking shall operate as a waiver thereof, nor shall single or partial exercise thereof or the exercise of any other right, power or privilege.
8. That by issuing this undertaking, we shall be deemed not only to have accepted and confirmed the foregoing undertaking, terms and conditions as set forth hereinabove but also to have acknowledged and confirmed that we are solely liable and responsible for full compliance with the said undertaking, terms and conditions.
9. That this Undertaking shall be governed and construed in accordance with the laws of South Africa and any dispute arising from it shall be subject to the jurisdiction of the South African courts.

Yours Faithfully,

Signed:

(Being duly authorized official to sign on behalf of the Bidder)

Name: _____

Designation: _____

Organization: _____

Date: _____

Annex 5: Church World Service Supplier Conflict of Interest Form

Section 1: Declaration of Conflict of Interest

I/We, the undersigned, declare that:

1. **Conflict of Interest**
 - Neither the company nor its employees, agents, or representatives have any personal or financial interest that could improperly influence, or be perceived to influence, the procurement process with Church World Service.
2. **Relationships with CWS Staff**
 - No employee, director, or representative of our company has a close family relationship (spouse, parent, child, sibling) or financial partnership with any CWS staff involved in procurement or contract administration.
3. **Gifts and Benefits**
 - We have not offered, and will not offer, any gifts, favors, or benefits to CWS staff that could be construed as an attempt to influence procurement decisions.
4. **Disclosure Obligation**
 - If any situation arises that may constitute a conflict of interest during the course of our engagement, we will immediately disclose it in writing to CWS.

Section 2: Supplier Confirmation

I/We certify that the information provided above is true and complete to the best of our knowledge.

Authorized Representative Name: _____

Title/Position: _____

Signature: _____

Date: _____

Company Name: _____

Annex 6: Site Visit Certificate

SITE VISIT CERTIFICATE

Title of the Project/Work.....			
Individual			
Company			
Location			
Phone			
Email			
General comments or questions asked during the site visit:-			
Parties Representative Name	Date and time of site visit	Signature	Remarks
Church World Service & Witness Representative Name:			
Vendor Representative Name:			