

Pastoralist Community Initiative and Development Assistance
(PACIDA)

TENDER DOCUMENT FOR
DRILLING, EQUIPPING &
CONSTRUCTION OF NEW KINISA
BOREHOLE WATER SUPPLY,
MARSABIT

REF: PACIDA / MBT / WHH2 / 002 / 2018

Marsabit, Monday, 24th December, 2018

TENDER INVITATION

Ref: Tender document for Drilling, Equipping & Construction Of New Kinisa Borehole Water Supply, Marsabit

Dear Sir/Madam,

Pastoralist Community Initiative and Development Assistance (PACIDA) has received a grant from **Welthunger Hilfe** for The Global Resilience Project, PACIDA therefore, invites interested parties for the following tender.

Lot 1: Drilling of a Borehole to a depth of 250m

Lot 2: Equipping OF Borehole to a depth of 160m

Lot 3: Borehole Power System Solarization

Lot 4: Installation of 48m³ pressed overhead steel tank

Completed bid documents should be returned to:

Tender Committee; PACIDA; P.O. Box 333 on or before **7th January, 2019 12.00 Noon**

PACIDA reserves the right to accept or reject the tender either in part or wholly and is not bound to accept the lowest or any tender or assign reason(s) for its decisions.

Contact person:

The Finance & Operations Director
Pastoralist Community Initiative and Development Assistance (PACIDA)
P.O. Box 333 – 60500 Marsabit
Tel (Marsabit): (+254) 020 265 6947
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A. INSTRUCTIONS TO TENDERERS

1. Tasks to be executed

1.1 **Pastoralist Community Initiative and Development Assistance (PACIDA)** is implementing the project for the Strengthening Resilience of Agro-pastoralists Livelihoods in East Africa(SRAPLEA) - Kenya, Uganda and Ethiopia

1.2 The subject of the contract is the delivery by the Contractor of the following works:
Kinisa Borehole Water Supply System,in Moyale Sub-County,Marsabit County.

1.3 The work must comply fully with the technical specifications set out in ANNEX IV and conform in all respects with bill of quantities, measurements, and other instructions.

2. Timetable

Deadline for submission of tenders	7 th January,2019	12:00 noon
Tender opening session	7 th January,2019	2:00 PM
Notification of award to the successful tenderer	10 th January,2019	8:00AM
Acceptance by Contractor	10 th January,2019	12:00 noon
Signature of the contract	11 th January,2019	9:00 A.M

3. Participation

3.1. Participation in these tendering procedures is open on equal terms to all persons and/or legal entities regardless of their nationality, Religion, Tribe or race.

3.2. These rules apply to:

- a) Tenderers
- b) Members of a consortium

3.3 The contracting authority will exclude from participation in a procurement procedure candidates or tenderers falling into any of the following cases:

- a) They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) They have been convicted of an offence concerning their professional conduct by a judgment that has the force of res judicata;

- c) They have been guilty of grave professional misconduct proven by any means that the contracting authority can justify;
- d) They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) They have been the subject of a judgment that has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) Following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

NB/: Candidates or tenderers must certify by any relevant means that they are not in one of the situations listed above.

Contracts shall not be awarded to candidates or tenderers who, during the procurement procedure:

- a) Are subject to a conflict of interest;
- b) Are guilty of misrepresentation in supplying the information required by PACIDA as a condition of participation in the contract procedure or fail to supply this information. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded if false declarations are discovered after the awarding of tender.

3.4 To be eligible for participation in this tender procedure, tenderers must prove to the satisfaction of the Contracting Authority that they comply with the necessary legal, technical and financial requirements and have the wherewithal to carry out the contract effectively.

4 Origin

4.1 The rule of Continent, Country, and County of Origin of the contractor who submitted tender does not hereby apply. i.e. every contractor who submits the tender will be treated equally.

5 Currency

5.1 Tenders must be presented in Kenyan Shilling.

6. Lots

6.1. The tenderer may submit a tender for one and/or several lots.

6.2. Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances will tenders for part of the quantities required be taken into consideration. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.

7. Period of validity

- 7.1. Tenderers shall be bound by their tenders that they submitted for a period of 90 days from the deadline for the submission of tenders.
- 7.2. The successful tenderer will be bound by the tender for a further period of 60 days following receipt of the notification that the tenderer has been selected.

8. Language of offers

- 8.1. The offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English.

9. Submission of tenders

- 9.1. Tenders must be received before the deadline which is on 7th January 2019 at 12:00 noon at PACIDA Marsabit office .

Tenders must comply with the following conditions:

- 9.2. All tenders must be submitted in one original copy typewritten or hand written in ink. All tenders must be received at the address indicated in Article 9.1 via courier before the deadline date and time, by registered letter or hand delivered with acknowledgement of receipt.
- 9.3. All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:
 - a) The above address;
 - b) The number of the lot(s) tendered for;
 - c) The words “Not to be opened before the tender opening session” in the language of the tender document,
 - d) The name of the tenderer
 - e) Reference code of this tender procedure

10. Content of tenders

All tenders submitted must comply with the requirements in the tender document and must comprise:

- 10.1. Annex I: Tender form (duly authorised signature).
- 10.2. Annex II: Tenderers declaration
- 10.3. Annex III: Information chart of the tenderer
- 10.4. Annex IV: Model of technical offer
- 10.5. Annex V: Model of financial/technical offer /Bills of Quantities
- 10.6. Annex VI: Approximate Dynamic Plan for performing the task.
- 10.7. Annex VII: Essential required documents

11. Pricing

- 11.1 The prices of the offers will be expressed in Kenyan Shilling and they must be expressed on a lump sum basis that must be inclusive of all annexed costs such as taxes, transport, handover and work on site.
- 11.2 The prices will be considered fixed and valid for the entire duration of the contract until the complete execution of the work. No additional charge of whatsoever nature and type will be accepted by the Contracting Authority.

12. Additional information before the deadline for submission of tenders

- 12.1 If the Contracting Authority, either on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender document, it must send such information in writing to all other prospective tenderers at the same time.

Contractor name:
Address:
Fax:
E-mail:
Phone number:

- 12.2 Any prospective tenderers seeking to arrange individual meetings with the Contracting Authority and/or PACIDA during the tender period may be excluded from the tender procedure.

13. Alteration or withdrawal of tenders

- 13.1. Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 9.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- 13.2. Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 13.3. No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 9.1 and the expiry of the tender validity period.

14. Opening of tenders

- 14.1. The tenders will be opened on 7th January,2019 at (12,00 Noon) at PACIDA office Marsabit by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.
- 14.2. At the tender opening, the tenderers' names, the tender prices, written notifications of modification and withdrawal, the presence of the requisite tender guarantee and such

other information as the Contracting Authority may consider appropriate must be announced.

- 14.3. After the tender opening session, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed.
- 14.4. Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of the tender.
- 14.5. All tenders received after the deadline for submission specified in the procurement notice or these instructions will be kept by the Contracting Authority. The associated guarantees may be returned to the tenderers on request. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

15. Evaluation of tenders

15.1. Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender document. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender document without substantially departing from or attaching restrictions

If a tender does not comply with the tender document, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

15.2. Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant. The technical evaluation will be based on both the task to be carried out under the tender, and the professional ability of the tenderer.

Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

- 15.3. To facilitate the examination, evaluation and comparison of tenders, the evaluation committee may ask each tenderer individually for clarification of their tender, including breakdowns of prices. The request for clarification and the response must be in writing only, but no change in the price or substance of the tender may be sought, offered or permitted. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

15.4. Financial evaluation

The rates and prices inserted in the bill of quantities must correspond to the conditions laid down in the tender documents. The financial and economic standing of the tenderer will be evaluated by the evaluation committee.

15.5. Award criteria

The tender commission will not necessarily choose on the basis of lowest price alone but will award one of received offer on the basis of value for money, price, quality, compliance with international norms, and delay for delivery. The experience of the tenderer in the performance of similar contracts will be as well a criterion for selection

16. Signature of the contract

16.1 Within 1 day of receipt of the contract already signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, to the Contracting Authority. Upon signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.

16.2 If the successful tenderer fails to sign and return the contract and any financial guarantee required within 2 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

17. Performance guarantee

17.1 The successful tenderer will be informed in writing that its tender has been accepted

17.2 If the successful tenderer fails to provide this documentary proof or statement within 2 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such case, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure.

17.3 Within 2 days of receipt of the contract already signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, to the Contracting Authority. Upon signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.

17.4 If the successful tenderer fails to sign and return the contract and any financial guarantee required within 2 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

- 17.5 The performance guarantee referred in the General Conditions is set at 100% of the amount of the Contract and must be presented in the form specified in the Annex VIII, while the pre-financing guarantee is set at 25% of the amount of the contract and must be presented in the form specified in the Annex IX to the tender document. It will be released within 30 days of the issue of the final acceptance certificate by the Contracting Authority, except for the proportion assigned to after-sales services.
- 17.6 After the signature of the contract, the Contractor shall provide any detailed information requested by the Contracting Authority, and the Court of Auditors, or by any other qualified outside body chosen by the Contracting Authority for the purposes of checking that the activities implemented in the context of the present contract are being properly carried out. The Contractor therefore allows the Contracting Authority, and the Court of Auditors to carry out the documentary and on-the-spot checks deemed necessary by the abovementioned authorities.

18. Ethics clauses

- 18.1. Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of their candidacy or tender and may result in administrative penalties.
- 18.2. Without the Contracting Authority's prior written authorisation, a Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out work or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 18.3. When putting forward a candidacy or tender, the candidate or tenderer shall declare that he is affected by no potential conflict of interest and has no particular link with other tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the Contractor must immediately inform the Contracting Authority.
- 18.4. The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. The Contractor shall refrain from making public statements about the project or services without the Contracting Authority's prior approval. The Contractor may not commit the Contracting Authority in any way without its prior written consent.
- 18.5. For the duration of the contract the Contractor and its staff shall respect human rights and undertake not to offend the political, cultural and religious morals of the beneficiary state.
- 18.6. The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.

- 18.7. The Contractor and its staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor shall be confidential.
- 18.8. The contract shall govern the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 18.9. The Contractor shall refrain from any relationship likely to compromise his independence or that of its staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice, and without the Contractor having any claim to compensation.
- 18.10. The Contracting Authority reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- 18.11. All tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses.
- 18.12. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.
- 18.13. The Contractor shall supply the Contracting Authority on request with all supporting documents relating to the conditions of the contract's execution. The Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.
- 18.14. When putting forward a candidacy or tender, the candidate or tenderer shall declare its commitment to the non-exploitation of child labour and to the respect of basic social rights and working conditions. The Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence of the enforcement of the above mentioned principles.

19. Cancellation of the tender procedure

- 19.1. In the event of a tender procedure's cancellation, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.
- 19.2. Cancellation may occur where:
- the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;

- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the project impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

19.3 In no circumstances will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, even if the Contracting Authority has been advised of the possibility of damages. The publication of a procurement notice does not commit the Contracting Authority to implement the programme or project announced

B. ANNEXES

Annex I: TENDER FORM

Title of contract: DRILLING, EQUIPPING & CONSTRUCTION OF NEW KINISA BOREHOLE WATER SUPPLY, MARSABIT

To: PACIDA MARSABIT OFFICE

1 SUBMITTED BY

	Name(s) of tenderer(s)	Nationality
Leader		

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

Annex II: TENDERER'S DECLARATION(S)

To be completed and signed by the tenderer and PACIDA

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

- 1. We have examined and accept in full the content of the document for invitation to tender for ***Drilling, Equipping & Construction Of New Kinisa Borehole Water Supply, Marsabit.*** We hereby accept its provisions in their entirety, without reservation or restriction.
- 1. We offer to deliver, in accordance with the terms of the tender document and the conditions and time limits lay down, without reserve or restriction.

- Lot 1:** Drilling of a Borehole to a depth of 250m
- Lot 2:** Equipping OF Borehole to a depth of 160m
- Lot 3:** Borehole Power System Solarization
- Lot 4:** Installation of 48m³ pressed overhead steel tank

2. The price of our tender is:

- Lot 1:** _____
- Lot 2:** _____
- Lot 3:** _____
- Lot 4:** _____

- 4. This tender is valid for a period of (.....) days from the final date for submission of tenders, i.e. until (...../...../.....).
- 5. We are submitting this application in our own right and (as partner in the consortium led by [*name of the leader..... / ourselves.....*] for this tender. We confirm that we are not tendering for the same contract in any other form. (We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance).
- 6. We are not in any of the situations excluding us from participating in contracts which are listed in Article 3 of the instructions to tenderers. In the event that our tender is successful, we undertake to provide the proof usual under the law of the country in which we are established that we do not fall into the exclusion situations listed in article 3. The date on the evidence or documents provided will be no earlier than 180 days before the deadline for submission of tenders and, in addition, we will provide a sworn statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

- 7. We also understand that if we fail to provide this proof within 2 calendar days after receiving the notification of award, or if the information provided is proved false, the award will be considered null and void.
- 8. We agree to abide by the ethics clauses that we have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application.
- 9. We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by WELTHUNGER HILFE.
- 10. We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

Name and surname: (.....)

Duly authorised to sign this tender on behalf of:
(.....)

Place and date: (.....)

Stamp of the firm/company:
This tender includes the following annexes:
(Numbered list of annexes with titles)

Annex III: Information chart and tenderer relevant Experience

To be completed by the tenderer with the relevant information

1. Name and acronym of the firm:

2. Number of years of experience in implementing tasks similar to the object of the Contract

Project Name, Client and contact person for reference	Name of implementing partners if any	Brief description of tasks carried out, dates, location and contract amounts

4. Number of skilled workers employed by the firm and description of their tasks

Position	Name	Description of tasks assigned	Years of experience	Professional Qualification

5. Annual overall budget of the firm:

6. Description of machinery and equipment held by the firm and to be employed to carry out the task

Item of Equipment	Description (Make & Age)	Condition (new, good poor), owned or leased	Number available

NB/: Verification documents to prove ownership of the above mentioned equipments and plants

7. Description of the measures employed to ensure the quality of supplies and services

8. Indication of the technicians or technical bodies involved, whether or not belonging directly to the firm, especially those responsible for quality control;

Annex IV: Technical description

<p>DRILLING, EQUIPPING & CONSTRUCTION OF NEW KINISA BOREHOLE WATER SUPPLY, MARSABIT</p>
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STANDARD TECHNICAL SPECIFICATIONS

PART 1 - GENERAL SPECIFICATION

1.1 Introduction

These specifications cover the construction of the works guided by the specific Bills of Quantities. PACIDA will appoint a Works Supervisor who may provide further instructions in relation to specifications and clarifications as necessary.

1.2 Extent of Contract

The works specified under this contract shall include all labour aspects associated with general works preparatory to the construction of the works and materials' transportation and handling and work of any kind necessary for due and satisfactory construction, completion and maintenance of the works and instructions that may be issued by the Works Supervisor.

1.3 Cooperation with the Works Supervisor

The Contractor will at all times cooperate with and follow instructions of the Works Supervisor; If the contractor does not agree with the instructions, the Contractor shall immediately, before complying with such instructions, record his disagreement and reason in a letter to PACIDA.

1.4 Information and reporting

The Contractor will inform the Works Supervisor without delay about any problems or extraordinary circumstances which may delay the completion of the works, arising during the performance of the services and about matters requiring the consent of PACIDA or the Works Supervisor.

1.5 Precedence of Contract Documents

- i) Provision of the Standard or Special Specifications shall take precedence over those of the General Conditions of Contract.
- ii) Provision of the Special Specifications shall take precedence over the Standard Specifications unless otherwise indicated.
- iii) Details shown or noted on the Contract drawings shall take precedence over the requirements of both the Standard and the Special Specifications.
- iv) Detail Drawings shall take precedence over General Drawings.
- v) Within the Standard Specifications, the provisions of any section particular to the provisions at variance shall take precedence over the General Section, and within any section clauses particular to the provisions at variance shall take precedence over those not so particular. The foregoing order of precedence shall apply also to sections and clauses of the Special Specifications.
- vi) Where there is conflict in units of measurement quoted in Standard. Specifications and units quoted in Bills of Quantities the units in latter will apply.

1.6 Preservation of Survey Beacons

Ordinance Survey Beacons, Bench marks, etc., or around the site of the works shall not be disturbed unless permission has been obtained by the Works Supervisor from the Survey of Kenya.

In the event of unauthorized disturbance of such beacons, bench marks etc., in the course of the works being carried out, the Contractor shall be responsible for reporting same to the Works Supervisor and the Survey of Kenya, and for payment of any fees due to said Survey of Kenya for replacement of

such disturbed beacons, bench, marks, etc. The Contractor shall not replace such disturbed beacons benchmarks, etc. on his own accord.

1.7 Weather Conditions

The Contractor shall be deemed to take into account all possible; weather conditions when preparing his tender and he shall not be entitled for extra payment by the reason of the occurrence or effect of high winds, excessive rainfall, temperature or any other meteorological phenomena.

1.8 Explosive and Blasting

At works requiring the use of explosives, the Contractor shall employ men experienced in blasting, and these men must be in possession of a current blasting certificate. The purchase, transport, storage, and use of explosive shall be carried out in accordance with the most recent excavation Ordinance and Rules issued by the Government and the Contractor shall allow in his rates for excavation and quarrying for all expenses incurred in meeting these requirements, including the provision of suitable stores. Blasting operations shall be carried out with as little interference as possible to traffic or persons and the rates shall include for all flagging, watching barricade and clearance of debris.

In all cases permission from the Works Supervisor must be obtained before commencing any blasting operation.

1.9 Liaison with the public services

The Contractor shall keep close contact and cooperate, with the Police, Labour Officers, sub county water officer and other government officials in the areas concerned regarding their requirements in the control of workmen, passage through townships, or other matters and shall provide all assistance and/or facilities which may be required by such officials in execution of their duties in connection with the works. The Contractor shall keep the Employer / Contracting Authority informed about this cooperation and may call on his participation if this is considered necessary.

1.10 Sanitation

The site shall be kept in a clean and in proper sanitary condition. No nuisance shall be committed on or around work area and **latrines for the workmen shall be provided** in accordance with the requirements of the medical officer or Sanitary Authorities. The Contractor shall be responsible for the sanitary discipline of his labour.

The Contractor shall follow the safety rules set down by the Factories Inspectorate, Ministry of Labour.

1.11 Medical Facilities

Contractors attention is drawn to Legal by which it is mandatory that every Contractor employing more than twenty people should appoint (in writing) a safety supervisor. The safety officer may in addition carry out other duties. The contractor shall provide adequate first-aid equipment on the site and ensure that at least two of his site staff are completely trained in first aid.

1.12 Safety and Third Party Insurance

The Contractor shall take all necessary precautions to ensure the safety of the properties and persons in the vicinity of the Works, his workers and other members of the public. The Contractor shall also take out adequate third party / public liability and workman compensation insurance cover and pay for all premiums thereon and shall produce evidence that such insurance cover has been obtained and/or renewed.

1.13 Liability

The Contractor will be liable for all consequences resulting out of negligence or other misconduct on his part or on the part of his employees. The contractual liability of the Contractor shall terminate upon the final acceptance of the works and final demobilization, but the Contractor shall continue to be liable for any claims, damages, costs and awards arising from defective workmanship, negligence or

misconduct or that of his employees.

1.14 Setting-out and Survey Equipment

The Contractor must before filling the document and commencing any construction works, conduct assessment to know the work at hand. Should any discrepancy be discovered between the distance shown on the BoQs and those found on the site, which may affect dimensions of any part of the works, the Contractor shall notify the Works Supervisor, who if necessary, will issue BoQs showing the amended level and dimensions.

1.15 Backfilling of Holes and trenches

The Contractor shall immediately upon approval of any work at his own expense and to the satisfaction of the Works Supervisor backfill all holes trenching and temporary quarries which have been made (except permanent borrow pits), level all moulds or heaps of earth that may have been raised or made and clear away all rubbish caused by the execution of the work. The Contractor shall bear and pay all costs charges damages and expenses of any kind whatsoever which may occur by reason of holes and trenches connected with the works or materials, tools or plant being left, or placed in improper situation.

1.16 Cleaning Up of Site

Before final acceptance upon the completion of the Works, the Contractor shall, at his own expenses, remove and dispose of all rubbish and remove all equipment, fill all pits to the satisfaction of the Supervising Engineer, surplus materials camp and buildings, which the contractor has provided and shall leave the site absolutely clear thereof and in good order and condition to the entire satisfaction of the Works Supervisor. A site not delivered clean may render the borehole unacceptable.

1.17 Contractor's Superintendence

The Contractor shall give or provide all necessary superintendence during the execution of the works for the proper fulfilling of the Contractor's obligations under the Contract.

1.18 Compliance with Statutes and Local Regulations

The Contractor shall be responsible for acquainting himself with all current valid Statute Ordinance or By-Laws or Regulations for execution of the works. This applies to training Levy and other similar taxes for which no claims on the part of the Contractor other than the one inserted in the Bills of Quantities will be allowed.

PART 2 – DRILLING OF BOREHOLE

The scope of the Works at the site will be carried in one phase comprising of the following items:

- Drilling of one production boreholes to a depth specified in the quotation documents, at a minimum diameter of 8".
- Installation of 6" diameter standard steel screens and casings, including gravel pack, sanitary seal and inert backfill to a depth specified in the quotation documents in each of the borehole.
- Developing and testing the boreholes as specified in the quotation.
- Wells completion as specified in the quotation.
- Provision of borehole completion report including test pumping and water analysis reports both in hard and soft copy

All the materials and equipment installed within the permanent works shall be of high quality and non-toxic.

a. DRILLING SITE AND CONDITIONS

The Contractor shall drill the borehole at the exact location designated by the employer or Supervising Engineer (also referred to as the 'Supervising Engineer' hereinafter). The “Project Area” (also define as the “site”) is at Idhido and Dosa Wachu in Turbi ward Marsabit county.

While access is deemed to be convenient for heavy machinery, it will remain the Contractor's final responsibility to inspect the site and confirm the accessibility for his equipment.

The Condition of the site is explained in the Hydro-geological Survey Report to be issued to the Contractor upon signing of Agreement.

b. ENVIRONMENTAL PROTECTION OF THE SITE

Care must be taken in the handling and storage of all drilling fluids, oils, greases and fuel on site, to avoid any environmental degradation. The Contractor shall dispose of any toxic materials, drilling fluid and other additives, cuttings and discharged water in a manner approved by the Supervising Engineer so as not to create damage to public and private property.

c. WORKMANSHIP

The Contractor is expected to carry out all works as instructed by the Supervising Engineer in a thorough and workman-like manner, and up to sound professional standards; he shall carry out operations with the due efficiency and dispatch in accordance with the terms of the contract and to the satisfaction of the Supervising Engineer. For this purpose the Contractor shall use suitable machinery and gear, and supply efficient and experienced staff.

d. EQUIPMENT PROVIDED BY THE CONTRACTOR

All machinery, equipment and materials to carry out the drilling, installation, development, head works construction, etc., are to be mobilized to the site. The drilling rig should be capable of attaining a minimum depth of 300+ meters at a diameter of 8” by means of direct rotary (with foam or biodegradable polymer) and/or air hammer drilling techniques. No works shall be certified and no payment shall be made if the Contractor fails to reach the stipulated depth due to evident shortcomings directly related to his equipment, supplied materials, drilling consumables, personnel or applicable drilling techniques.

DURING CONTRACTING THE CONTRACTOR SHALL SPECIFY THE DRILLING METHOD AND ALL METHOD RELATED CHARGES FOR DRILLING, INSTALLATION, DEVELOPMENT AND TEST-PUMPING.

At the start of the contract, the Supervising Engineer will verify the specifications and state of repair of all major items of plant. He shall have the right to order the removal and/or replacement of any plant, which in his opinion is insufficient or unsatisfactory.

e. SUPERVISION OF CONTRACT

The Contract is to be supervised by the employer’s appointed Supervising Engineer.

f. BOREHOLE DEPTH AND DIAMETER

The envisaged borehole depth for each of the two sites is stipulated in the site BoQ. The Contractor shall however drill to the total depth and at such diameter as will be instructed by the Client or the Supervising Engineer. No borehole will be acceptable if drilled to such depth and diameter other than instructed by the Client or his Supervising Engineer.

g. DRILLING METHOD

The Contractor is obliged to make exclusive use of rotary drilling with foam and air hammer technique, as detailed under Clause 1.4. **Percussion drilling shall not be accepted.** The Contractor shall submit a detailed account of his proposed drilling method, additives etc. for approval by the supervising engineer.

h. SAMPLING

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

i. TEMPORARY CASING

Installation and diameter of any temporary casing required for the construction of the borehole will be left to the Contractor so long as the finished product meets the specifications. **Cost for supply, installation and removal of temporary casing shall be borne entirely by the Contractor, should it not be included in his provisional works. However, any casing left in the borehole, which is not retrievable, cannot be claimed by the Contractor.**

j. WATER SUPPLY FOR DRILLING

The Contractor shall make his own arrangements for obtaining, storing, transporting and pumping of water, required for drilling purposes and for personal use by the drilling crew. The Client, therefore will not pay for any extra amount of water supply apart from the quantity specified in the quotation and it is assumed that all associated costs are covered in the quoted contract sum.

k. BOREHOLE DESIGN

Design of the borehole shall be made by the Supervising Engineer in consultation with the Contractor after drilling is completed.

l. CASING AND SCREENS

Aquifer zones shall be completely or partly lined with high yield steel casings and screens.

The strength, wall-thickness and weld joints of the 6" casings and screens should be sufficient to install the casing line to the desired depth. The Contractor shall be fully responsible for the quality and the proper installation of the casings and screens. The screen open area shall not be less than 1.5%, while the slots shall be uniform, and not wider than 1.5 mm. The casings and screens must be centralized in the borehole so that a minimum 1" annular space exists between the borehole wall and the casing.

m. VERTICALITY

If required by the Supervising Engineer the Contractor will conduct a verticality test during and after drilling by approved methods to demonstrate that the departure from the vertical does not exceed 3 in 100 (3%) between ground level and the base of the borehole. If this departure is exceeded, the Contractor shall make the necessary corrections to the approval of the Supervising Engineer, without additional payment. If the error cannot be corrected, then drilling shall cease and a new borehole will be drilled at a position nearby, indicated by the Supervising Engineer. The abandoned borehole shall be backfilled and/or capped by methods approved by the Supervising Engineer. No payment will be made for the drilling and the sealing of abandoned boreholes, or for moving to the new site.

n. GRAVEL PACK

Suitable gravel-pack shall be supplied by the Contractor. Prior to delivery, samples of the gravel pack shall be analyzed for grain size and approved by the Supervising Engineer. Gravel should consist of washed, well-rounded particles of a uniform grading. The gravel shall contain not less than 90% siliceous material and contain no clay, shales, silt, fines, or excessive amounts of calcareous materials or crushed rock. In terms of grain size, 90% shall conform to the grading specified (2-4 mm) and the Contractor shall be required to submit samples of the material prior to

installation for approval by the Supervising Engineer. Sufficient gravel-pack shall be installed to cover completely the uppermost screen, plus an additional length of not less than 15 m (to allow for settling).

The gravel-pack should be capped with a bentonite clay pellets seal, WHICH CAN BE MADE ONSITE, (minimum thickness 4 meters) to prevent contamination. The annular space above this seal can be back-filled with inert drill cuttings. The top part from the bentonite cap should be grouted with cement slurry.

o. SANITARY SEAL

To provide an effective seal to the entry of contaminants, the upper part above the bentonite seal of the borehole will be grouted using cement slurry 1.85 - 2.15 kg/liter. Grout is to be injected into the annulus between the casing and the wall of the hole, by a method to be approved by the Supervising Engineer. THIS SHALL BE 2 M.

p. YIELD ESTIMATES DURING DRILLING

When rotary-drilling method is used, either a water meter or a 90-degree V-notch flow measurement device or a drainpipe shall be permanently set up in an approved manner and level, so that continuous monitoring of airlift yields can be obtained. Average yields shall be read and rated every 3 meters of penetration and as otherwise directed by the Supervising Engineer, and recorded in the Contractor's log. Care should be taken to ensure that the flow of water through the meter, over the V-notch or through the drainpipe is not impeded by debris.

q. DEVELOPMENT AND CLEANING OF THE BOREHOLE

Development and cleaning of the borehole shall be carried out by the Contractor upon completion of the drilling and installation of casing. This will remove the native silts, clays and drilling fluid residues deposited on the borehole wall and adjacent portions of the aquifer during the drilling process.

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

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

r. TEST PUMPING

The Contractor shall perform test pumping to establish well performance and yield of the borehole. A test pumping unit shall be provided for the testing of the drilled borehole, which should include appropriate submersible pump to provide accurate borehole yield, a suitable control panel, generator, rising main, electrical connections, and all other ancillary equipment required to carry out the specified tests.

The contractor should ensure the supervising Engineer also takes sample of water during test pumping for his control purposes.

Standard test pumping will consist of a 4-hour step-drawdown test, followed by a constant discharge test for a period of 24 hours. The latter may be extended at the discretion of the

Supervising Engineer, e.g. if the water level has not stabilized after the 24 hours. The Contractor shall provide a suitable means of achieving and maintaining the rate of flows specified.

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

Discharge measurements shall be made by using a flow meter or otherwise approved calibrated measuring device. During test pumping, the discharge water will be diverted in an appropriate manner over a distance of at least 50 m down-slope from the wellhead. This condition may not be required when the pumped aquifer is confined.

During all testing operations, once the flow rate has been determined and preliminary adjustments made, the measured discharge rate shall be maintained within 15% of the required rate for the duration of the test. Persistent fluctuations beyond this tolerance will require abortion of the test, for which payment shall not be made.

When continuous pumping at a uniform rate is specified, failure of the operation for a period greater than one percent of the elapsed pumping time shall also require abortion of the test.

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

s. STEP DRAWDOWN TEST

At the discretion of the Supervising Engineer, the Contractor will conduct a step drawdown test of not less than four-hour duration. The well shall be pumped at a minimum of four separate discharge rates specified by the Supervising Engineer. Each step shall have duration of at least one hour.

The change from one pumping rate to the next shall be effected without stopping the pump by means of a gate valve in the discharge pipe, or by any other means to be approved by the Supervising Engineer. The change from one step to the next shall take place in the shortest time possible. Water discharge measurements shall be taken at appropriate time intervals as instructed by the Supervising Engineer, while at the same time EC readings are to be taken.

t. CONSTANT DISCHARGE TEST

At the discretion of the Supervising Engineer, a constant discharge test will be carried out for a maximum pumping stage of 24 hours, followed by a maximum of 8 hours of recovery observations. The discharge rate should be expressed in m³/hr. The discharge rate shall be specified prior to the test. During the test, water level and discharge measurements shall be made at time intervals specified by the Supervising Engineer.

Pumping test data shall be submitted to the Supervising Engineer from all pumping tests conducted at the borehole. These will show dates, water levels, discharge rates, electrical conductivity values, times of starting and stopping the pump, changes in discharge, weather, and other conditions that could affect the test data.

u. WATER LEVEL OBSERVATIONS

The Contractor shall supply appropriate electric contact water level gauges for measuring water levels in the borehole to the nearest 10 mm at pre-determined intervals. The minimum length of the electrical dipper shall be 300 meters. Wellhead arrangements shall permit these gauges to be inserted and passed freely. Hereto the Contractor shall be required to install a dipping tube,

minimum 3/4" inner diameter, lowered to approximately 2 meters above the pump intake or the anticipated maximum drawdown level.

Other methods for measuring water levels are subject to approval by the Supervising Engineer. THE CONTRACTOR SHALL INSTALL A PIEZOMETER TUBE 3/4" uPVC PIPE ALONG THE RISING MAIN SECURED WITH NONRETURN CLIPS.

v. ELECTRICAL CONDUCTIVITY MEASUREMENTS

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

w. RECORDS

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

i) Daily Record

- Site name
- Reference number of borehole
- Dates of reporting
- Names of foreman and Contractor
- Method of drilling
- Diameter of hole, and depth of changes in diameter
- Depth of hole at start and end of shift or working day
- Depth and size of casing at start and end of shift or working day
- Description of rocks drilled with depths of transitions encountered
- Depth at which water is struck
- Yield of air lifted water, when drilling or developing with air
- Time log showing rate of penetration in minutes per meter, type of bit, standby time due to breakdown
- Depth intervals at which each formation samples are taken
- Records of components and quantities used or added to the drilling fluid or air
- Water level at the start of each working day
- Electrical conductivity measurements
- Problems encountered during drilling
- Details on installation in the borehole (if any).
- Depth and description of well casing
- Depth and description of well screens
- Details of work to be invoiced at hourly rates (e.g. test pumping)

A copy of the daily drilling record shall be made available daily, including any other pertinent data as may be requested by the Supervising Engineer.

ii) Borehole Completion Record

- As per standard borehole completion form.
- Detailed Contractor's log.
- Copy of standard chemical water quality test
- Borehole design and installation details (as-built drawing)

A copy of the Borehole Completion Record shall be made available to, and approved by the Supervising Engineer on completion of the borehole. Three copies of these Records shall be forwarded to the Supervising Engineer for final submission to the Client.

x. WATER SAMPLING

Water samples for testing the chemical water quality will be taken at the end of the test pumping. The Contractor shall keep on site a minimum of 2 clean and suitable five -litre capacity water containers and shall collect and store water samples as directed by the Supervising Engineer. The

Contractor shall, within 24 hours from the sampling time, deliver the sample(s) to a recognized certified laboratory (such as the Government lab, or equivalent) for full chemical analysis. The Supervising Engineer may, at his discretion, send another sample to an independent laboratory for confirmation of the chemical quality results.

y. CAPPING THE BOREHOLE

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

z. ACCEPTANCE OF BOREHOLE

The borehole shall only be accepted by the Supervising Engineer upon satisfactory completion of all drilling operations, installation of casing and screens, development works, test pumping and wellhead construction. Other items if included in this contract such as the Operators house; emergency generator house; the fence; the generator and the transformer must also be installed to the Supervising Engineer's satisfaction.

aa. LOSS OF EQUIPMENT

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

bb. LOST BORE HOLE

Should any incident to the plant, behavior of the ground, jamming of the tools, or casing, or any other cause prevent the satisfactory completion of the works, a borehole shall be deemed to be lost. No payment shall be made for that bore hole or for any materials not recovered there from, nor for any time spent during drilling or while attempting to overcome problems. In addition, the borehole should be permanently sealed.

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

The abandoned hole shall be treated as follows:

- a) The Contractor may salvage as much casing and screen from the initial borehole as possible and use it in a new borehole if not damaged, with the approval of the Supervising Engineer.
- b) Salvaged material shall remain the property of the Contractor.
- c) The borehole shall be backfilled to a level of 8 m BGL with inert material (e.g. drill cuttings), followed by a 6 m long plug of concrete, cement grout, or neat cement.
- d) The upper 2 meters of borehole shall be backfilled with native topsoil. Sealing of the abandoned boreholes shall be done in such a manner as to avoid accidents and to prevent it from acting as a vertical conduit for transmitting contaminated surface or subsurface waters into the water bearing formations.

cc. STANDBY TIME

Standby time is here defined as the time during which the whole of the drilling equipment and Contractor's staff are available on site for the execution of the Contracted Works, while no operations can be carried out as a result of action or inaction by the Client or his Representative for a period longer than one working day (10 hours).

In the event of delays occurring for which the Contractor would be entitled to claim Standby Time, the Contractor should notify the Supervising Engineer immediately in writing that such claims are becoming applicable.

dd. CONSTRUCTION OF WELL HEAD COVER AND APRON

The Contractor shall on completion of the borehole cap the top with a mild steel blank flange, which shall incorporate a threaded nipple of 19 mm (3/4") diameter with cap, welded to the flange, to enable dipping access to the borehole. The blank flange shall be 300 to 400 mm above ground level and be bolted to a mild steel flange welded to a minimum of 1 m length of 8" mild steel casing coated internally and externally with non-toxic or bitumen or epoxy coating to the approval of the Supervising Engineer. This casing shall fit neatly over the borehole casing and be permanently grouted in at the time of completion of the borehole. Prior to, during and after the construction of the headwork, the Contractor must ensure that no debris whatsoever falls into the borehole. Refer to the technical drawing in the hydrogeological and geophysical survey report.

ee. WELL DISINFECTION

Disinfection of the borehole(s) shall be carried out by the Contractor before demobilization from the site. This shall be done by placing a chlorine solution into the well so that a concentration of at least 50 mg/l of available chlorine existing in all parts of the borehole at static conditions. All the borehole surfaces above the static water level shall be completely flushed with the solution.

ff. COMPLETION CERTIFICATE

On satisfactory completion of the Works, the client through the Supervising Engineer shall issue a Completion Certificate within 14 days from acceptance and handing over. The Defects Liability Period (3 months or 90 days whichever is less) shall be effective from the signing date of the Completion Certificate.

Annex V: Model of financial/technical offer /Bills of Quantities

1.1 Introduction

These specifications cover the **Kinisa Borehole Water Supply System in Moyale sub-county, Marsabit, County** as shown on the BOQ attached.

1.2 Location

It is the responsibility of the tenderer to make site visit and confirm accessibility, distances, conditions and other relevant information to make an informed bid.

1.3 Payment Terms

	Percentage	
Signing of contract	25%	
Completion of the whole work	65%	
10% withholding to be paid after receiving completion certificate from the line Ministry.	10%	

1.4 BOQ

Attached find the Bill of Quantity for **Kinisa Borehole Water Supply System in Moyale Sub-County, Marsabit County**. You are required to fill in the cost per item.

Refer to the attached copy of Bill of Quantities.

Annex VI: APPROXIMATE DYNAMIC PLAN FOR PERFORMING THE TASK

To enclose:

Approximate dynamic plan for performing the task that will correspond to the deadline from the offer. To be completed by the tenderer by shading

Activity		JANUARY/ FEBRUARY 2019					Comments
		Weeks					
		1	2	3	4	5	
1	Sign contract, provide required performance guarantees and other relevant information						
2	Mobilization to site and site assessment						
3	Clearing of bushes and removal of top soil						
4	Drilling of borehole to a depth of 250m						
5	Equipping of borehole to a depth of 165m						
6	Solarisation of borehole power system						
7	Installation of 48m ³ pressed steel tank on 6m high steel tower structure						
8	Installation of communal water prepaid metre system with three tap stands.						
9	Cleaning up of the site after works completion and hand over of the works						
10	Demobilization from the site						

Annex VII: ESSENTIAL REQUIRED DOCUMENTS

The tenderer must attach the following documents to the tender to be submitted i.e;

- Business registration certificate
- PIN no
- VAT registration certificate
- Latest tax compliance certificate
- National Construction Authority (NCA) Certification
- Qualification of personnel and attached CVs/certificates
- Previous similar contracts- Purchase orders and/or delivery notes
- References - completion certificates for works done
- Work plan/time of delivery

Annex VIII : FORM OF AGREEMENT

This contract agreement is between: **Pastoralist Community Initiative Development Assistance**

[PACIDA], P.O BOX 333-60500, MARSABIT, KENYA. Hereafter referred to as (“**THE CONTRACTING AUTHORITY**”) of one part,

And _____, P.O box _____, Marsabit, Kenya. Hereafter referred to as (“**THE CONTRACTOR**”) of the other part, **ON DATE:** _____ Have agreed as follows:

CONTRACT TITLE: Kinisa Borehole Water Supply System in Moyale sub-county, Marsabit County.

Scope of Works/General Terms of Reference:

NB : A full description of the works is given in the Bill Of Quantities.

Payment

2.1 Payment for Services

Payment by the **Contracting Authority** shall be made in accordance with the terms of this Contract, and only after receipt of invoice for a fully executed work of this Contract from the Contractor.

The **Contracting Authority** shall pay the Contractor for the works including labor and all materials a total sum of **KES** _____

(_____) inclusive of 16% VAT. This total shall be deducted 3% Withholding Tax

The payment terms will be made upon certification of works by the Supervising Technical Officer (i.e. Ministry of Public Works/PACIDA Officer, Project Engineer, CoW's, Consultant etc. as applicable). Payment Certificates shall be attached to Contractor's Invoice and shall be dully signed by the Supervision Technical Officer.

2.3 The payment terms will be as follows:

- a. 25% on signing of the contracts Ksh _____
- b. 65% upon successful completion of the work Ksh _____
- c. 10% retention Fees to be paid after receiving

Completion certificate from the line Ministry/PACIDA Engineer [three months] Ksh.....

2.4 Retention Money

The retention fee will be paid at the expiry of the defects liability period of [One Month/30 days] and upon issuance of Engineer's/line Ministry certificate of completion. All necessary remedies and repairs will have been done to the satisfaction of the Project Engineer before payment of the retention money.

Failure on the side of Contractor to repair defects, the **Contracting Authority** shall have powers to make good defects using these funds [Retention fees] without notice to the contractor.

A further 3% of the total amount and 6% of the total amount i.e. **KES** _____ (_____ **only**) and **KES** _____ (_____ **only**) Will be retained by the

Contracting Authority as withholding tax and withholding VAT respectively, and a certificate for the same will be given to the **Contractor**.

2.5 Payment Documents

The Contractor shall provide the following documents:-

- Original of invoice
- Certificate of completion by PACIDA Engineer

Contract duration

This contract is a one-off contract agreement set to run for a fixed period of Twelve [12] Days and shall commence upon signing by both parties and expire upon successful completion. The contractor shall commence the works not later than three [3] days after the entry into force of this agreement. All activities will be implemented as per the work plan agreed upon between the contractor and Contracting Authority.

3.1 Penalty clause

Any delays in the agreed delivery time frame of these works by CONTRACTOR shall attract a penalty of 1% of the total contract Value for each day of the delay.

Program of Works

The **Contractor** shall provide **Contracting Authority** with a practical program of works [Work Plan] upon signing of this contract Agreement.

Project Supervision and Site Meetings

The **Contracting Authority** shall take a lead role in supervision of all technical aspects of this contract. Instructions and directions provided by the **Contracting Authority** shall take precedence.

This is a full Service Contract. The Contractor is expected to purchase and supply materials to site as well as arrange all other logistics regarding this contract including transport and welfare of staff on site. Contracting Authority shall perform oversight.

Variation orders

All variations of the said works shall be discussed in the site meetings, agreed upon and approved by the **Contracting Authority** before such works are executed. Such approval shall be communicated/documented by the Supervising Technical Officer to the Contractor in writing before execution.

Insurance / Injuries

Contractor has sole responsibility and liability under this Contract for bodily injuries to Contractor's employees, including responsibility to provide appropriate Workers Compensation insurance. Contractor hereby warrants to **Contracting Authority** that Contractor is in compliance with any applicable workers compensation insurance law. This include safety wear and security as required by National Construction Authority [NCA].

Particulars Conditions of Contract

The Contractor shall enter into this contract with the **Contracting Authority** which is in line with the latest edition of the Contract and Conditions of Contract for Building Works published by the Joint Building Council of Kenya with the sanction of The Architectural Association of Kenya and The Kenya Association of Building and Civil Engineering Contractors (where quantities form part of the Contract) and he shall comply with all requirements of the Contract except as amended or varied hereinafter.

General obligations and conditions

Completion date: As per agreed work plan.

- The quality and quantity of the works shall be as per the specifications stipulated in the BOQ by the **contracting authority** in this contract and confirmed by the **contractor** in the Tender Bid Document.

The contracting authority's representative(s) shall inspect the works at all stages. Based on this inspection THE CONTRACTING AUTHORITY reserves the right to reject any works found to be unsatisfactory and deviating from the specifications in **the contracting authority's** contract and the contractor's Tender bid.

THE **contractor** shall not, without the written consent of **the contracting authority**, assign or sub-let this contract in whole or part.

Guarantee

The Contractor guarantee the quality and quantity of the works as stipulated in the BOQ and Tender document.

The Contracting Authority reserves the right to deny processing of the payment if the Contractor does not meet the agreed the quality guarantee.

Termination of contract

Either party can terminate this contract by giving a two [2] days' written notice. Contracting Authority can terminate this contract should existing state of affairs deem it necessary. This may include Management decision to stop operations, withdrawal from project site for security and/or other reasons including natural factors. Further, the Contracting Authority may terminate this contract for gross underperformance.

Entire agreement, amendements

This Agreement supersedes any and all other agreements, oral or written, between CONTRACTING AUTHORITY and the Contractor with respect to the subject matter hereof, and no agreement, statement or promise relating to the subject matter of this Agreement other than that which is contained herein shall be binding upon the parties.

Partial Invalidity.

The invalidity of one provision of this agreement [Whether in BoQ or otherwise] shall NOT affect the validity of the other provisions provided that such invalidity is not crucial to the agreement. Any Gap resulting in consequence shall be filled by a provision consistent with the purpose of this agreement and which will ensure its due performance.

Force Majeure

Force majeure as used herein means acts of God, war (whether declared or not), invasion, revolution, insurrection or other events of a similar nature or force. In the event of and as soon as possible after the occurrences of any cause constituting force majeure, the contractor shall give notice and full particulars in writing to the CONTRACTING AUTHORITY of such force majeure, if the contractor is thereby rendered unable wholly or in part to perform its obligations and meet its responsibilities under this contract

Settlement of disputes

a) Any dispute, controversy or claim arising out of or relating to the contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the arbitration law at present in force of which the Parties have taken due notice.

b) The Parties agree to be bound by any decision delivered by the arbitrator(s) as the final settlement not liable to other proceedings before any other international or national arbitration commission or court of law, or any such dispute, controversy or claim.

Other conditions

The Stipulated clauses to this contract shall be final and binding on both parties. Any changes shall be documented and filed for reference

No party is entitled to transfer its right and obligations under the present contract to a third party without written consent of the other party.

Code of conduct for the contractor

This code of the conduct to which the Contracting Authority expects all of its Contractors to respect it as follows:

Employment is freely chosen

The right of staff to freedom of association and to collective bargaining are respected.

Working conditions are safe and hygienic

No exploitation of children or Child Labor is tolerated

Wages paid are adequate to cover the cost of reasonable living

- Working hours are not excessive
- No discrimination is practiced.
- Regular employment is provided
- No harsh or inhumane treatment of staff is tolerated.

Parts of this Agreement.

The following documents shall be deemed to form, read and construed in the entirety of the Agreement with respect to the transaction contemplated therein. Should a contradiction appear in these documents, the stipulations on the following annexes shall prevail:-

- a) Annex A- BOQ
- b) Annex C-Work Plan/Program of Works

Signed for and on behalf of the said **Contracting Authority**

Name;

Designation.....

....

Signature.....Date:...../...../2018

Official Stamp:

In the presence of (Signature of Witness) for Contracting Authority:

Name of Witness

Signature.....Date:...../...../2018

Address of Witness.....

Signed for and on behalf of the said **Contractor**

Name;

Designation.....

....

Signature.....Date:...../...../2018

Official Stamp:

In the presence of (Signature of Witness) for Contractor:

Name of Witness

Signature.....Date:...../...../2018

Address of Witness.....

Borehole Drilling, Borehole Equipping, Solar System, Overhead Steel Tank, Water Kiosk, Pre-paid Water Meter System and Gen-set House at Kinisa Village of Moyale Sub-county in Marsabit County

SUMMARY OF LOTS

LOT NO.	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
Lot 1	Borehole drilling to 250m	l. sum	1		
Lot 2	Borehole equipping to 150m	l. sum	1		
Lot 3	Borehole solarization	l. sum	1		
Lot 4	48m ³ Overhead steel tank	l. sum	1		
GRAND TOTAL KINISA WATER PROJECT					

Lot 1 : Drilling, Construction and Test-Pumping of One (1) Borehole - 250m

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
2.1	Contractual Requirements				
2.1.1	Performance Bond	item	1		
2.1.2	Insurance of the Works	item	1		
2.1.3	Insurance of Construction Plant	item	1		
2.1.4	Insurance against damage to persons and property	item	1		
2.2	Mobilization & Setting up				
2.2.1	Mobilization and demobilization of all plant, equipment, materials and personnel to and from site	item	1		
2.2.2	Setting up and dismantling of the drilling rig at site	item	1		
2.3	Provisional Works				
2.3.1	Allow for reaming to 10" diameter in collapsing formation to install temporary casing	m			Rate only
2.3.2	Supply, installation and removal of 8" temporary casing in collapsing formation	m			Rate only
2.3.3	Provide for cementation to seal loss of circulation or collapsing section	m			Rate only
2.4	Borehole Drilling				
2.4.1	Drilling 8" diameter borehole from 0 - 100m depth	m	100		
2.4.2	Drilling 8" diameter borehole from 100 - 200m depth	m	100		
2.4.3	Drilling 8" diameter borehole from 200 - 300m depth	m	50		
2.4.4	Sampling and storing of drill cuttings at 2m intervals inclusive of logging	no.	125		
2.4.5	Allow water for drilling	m ³	20		
2.5	Casing and Screens				
2.5.1	Supply and install 6" NID standard steel casings	m	200		
2.5.2	Supply and install 6" NID standard slotted screen (machine cut)	m	50		
2.5.3	Supply and install bentonite	m ³	0.1		
2.5.4	Supply and install gravel pack (2-4 mm diameter) clean & well sorted	ton	12		
2.5.5	Supply and install grouting material	m ³	0.1		
2.6	Development and Testing				

2.6.1	Well development until the water is sediment free (clear water discharge) minimum 2hrs	hrs	2		
2.6.2	Test-pumping of the borehole for 24 hrs	hrs	24		
2.6.3	Recovery measurement until at least 90% recovery or at least for 8hrs	hrs	8		
2.6.4	Full chemical analysis	item	1		
2.7	Well Completion				
2.7.1	Provide all materials and construct top concrete well slab size 1 x 2.5 x 0.2 m deep	item	1		
2.7.2	Supply and install serviceable well head cap complete with electrical and piezometric provisions as directed by the Engineer	item	1		
2.7.3	Provide material and construct a gantry at the borehole site using 4" GI pipes class C as directed by the Engineer	item	1		
2.7.4	Borehole camera	item	1		
2.7.5	Clearing and making good the site	item	1		
2.8	Standby charges for reasons beyond contractors control excluding force majeure	hrs			Rate only
TOTAL LOT 1: BOREHOLE DRILLING					
	Add 16% VAT where applicable				
	Add 5% Contingency				
GRAND TOTAL LOT 1: BOREHOLE DRILLING					

Lot 2: Borehole Equipping with Submersible Pump-set to 165m

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
3.1	Borehole Equipping with Submersible Pump-set				
3.1.1	Allow for mobilization & demobilization to and from site	item	1		
3.1.2	Supply & install 13Kw SP17-24 Grundfos submersible pump (complete with motor)	set	1		
3.1.3	Supply & install well probe sensor	no.	1		
3.1.4	Well probe cable	m	330		
3.1.5	Supply & install 10mm ² 4-core submersible cable	m	165		
3.1.6	10mm ² 4-core underground cable	m	30		
3.1.7	2.5mm ² 2-core underground cable	m	30		
3.1.8	10mm ² twin flat cable with earth	m	30		
3.1.9	Supply & install appropriate (11-15kW) pump control panel	set	1		
3.1.10	Wired main switch board	set	1		
3.1.11	Electrical fittings, other accessories & sundries	lump sum			
3.1.12	2 ¹ / ₂ " Water meter	no.	1		
3.1.13	2 ¹ / ₂ " Heavy duty uPVC borehole pipes	m	150		
3.1.14	Standard borehole pipe fittings (15% of pipes)	l. sum			
3.1.15	Installation labour	l. sum			
TOTAL LOT 2: BOREHOLE EQUIPPING					
Add 16% VAT where applicable					
GRAND TOTAL LOT 2: BOREHOLE EQUIPPING WITH SUBMERSIBLE PUMP					

Notes to Lot 2

1. Size of the pump, accessories and installation depth may be revised after actual borehole drilling and test-pumping

Lot 3: Borehole Solarization

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
4.1	Borehole Solarization				
4.1.1	Allow for mobilization & demobilization to and from site	item	1		
4.1.2	270W Photo voltaic solar modules or equivalent	panel	96		
4.1.3	Appropriate pump controller	set	1		
4.1.4	PV Disconnect switch	set	1		
4.1.5	Manual change over switch	set	1		
4.1.6	Supply, fabricate and erect a suitable solar module array support structure (4-5m high)	lump sum			
4.1.7	Allow for cables, other accessories and sundries (max. distance 30m)	lump sum			
4.1.8	Installation labour	lump sum			
TOTAL LOT 3: BOREHOLE SOLARIZATION					
Add 16% VAT where applicable					
GRAND TOTAL LOT 3: BOREHOLE SOLARIZATION					

Notes to Lot 3

1. Number of solar panels and the size of corresponding support structure may be revised after actual borehole drilling and test-pumping
2. Concrete for solar array support structure pillars to rise at least 200mm above ordinary ground level

Lot 4: Supply & Installation of 6m High 48m³ Pressed Steel Tank

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
5.1	Construction of 6m High 48m³ Steel Tank				
5.1.1	Allow for mobilization and demobilization	item	1		
5.1.2	Clear site of all vegetation area measuring 5m x 5m	m ²	25		
5.1.3	Excavate 4 no. holes for tower foundation each measuring 1m x 1m wide commencing from ordinary ground level n.e. 1500mm deep at the higher side and dispose from site	m ³	6		
5.1.4	Allow for protecting walls from caving and keeping holes free of water	l. sum			
5.1.5	200mm Well compacted hardcore at the base of each hole	m ³	1		
5.1.6	Supply, cut, bend & fix 16mm MS deformed reinf. bars in fdn columns @ 250mm c/c inclusive of binding wire	kg	160		
5.1.7	Ditto 10mm stirrups @ 200mm c/c	kg	93		
5.1.8	Supply, mix & place well vibrated concrete (mix 1:2:4) in holes inclusive of curing	m ³	6		
5.1.9	Allow for shuttering & formwork to concrete protruding above ground level	l. sum			
5.1.10	400mm x 400mm x 25mm Base plate inclusive of 25mm anchoring bolts and nuts	set	4		
5.1.11	Supply, fabricate & construct 6m high Galvanized steel tower structure securely bolted on foundation base plates to carry 48m ³ steel tank full of water inclusive of wind load	l. sum			
5.1.12	Supply, fabricate, construct, mount & secure 48m ³ pressed galvanized steel tank on the tower structure	l. sum			
5.1.13	Allow for testing the tank for leakages	l. sum			
5.1.14	Clear site of all excess construction materials and make good the site after all works completion	item	1		
TOTAL LOT 4: OVERHEAD STEEL TANK INSTALLATION					
	Add 16% VAT				
GRAND TOTAL LOT 4: 48M³ OVERHEAD STEEL TANK INSTALLATION					