



HABITAT FOR HUMANITY KENYA

INVITATION TO BID

TENDERING DOCUMENTS FOR  
THE COMPETITIVE TENDERING OF  
CONSTRUCTION WORKS

| Tender Reference Number | Tender Description  | Quantity |
|-------------------------|---|----------|
| HFHK/WDS/001/05/2026    | <p><b>Phase one</b>-Permits and license acquisition/facilitation and Drilling of 1 borehole in Laikipia County.</p> <ul style="list-style-type: none"> <li>• Conducting HGS and facilitation of NEMA and WRA licenses and approvals as well as any other documentation required to sink a borehole in the designated location within Laikipia County. (No objection from the relevant water utility and the Country Government of Laikipia.)</li> <li>• Drilling based on the HGS report after acquisition of all the relevant documentations while ensuring quality and standard operating procedure for drilling.</li> </ul> <p><b>Phase 2-Borehole equipping. (Once the borehole is recommended for equipping i.e. good quality and quantity)</b></p> <ul style="list-style-type: none"> <li>• Borehole equipping of the drilled borehole while ensuring adherence to the recommendation of the yield test findings i.e. the recommended yield, recommended pump intake depth, type of the pump etc providing designs and justifications on the pump selection (Pump sizing analysis report).</li> <li>• Provide borehole system testing report i.e. pump performance. Rising mainline flows, power requirements etc ensuring optimum operation of the system.</li> <li>• Construction of Water kiosk complete with water draw points</li> </ul> | 1 Lot    |

**Pretender Site Visit is Mandatory**

| Line | Item  | Time, date, address as appropriate   |
|------|---|--|
| 1    | Tender published  | 27/05/2026   |
| 2    | Closing date for clarifications   | 05/06/2026 1700hrs EAT   |
| 3    | Site visit  | <p>Tenderers to make private arrangements at own convenience for the Mandatory site visit as follows:</p> <p>Site visit to Segera Ward, Laikipia County<br/> Date: June 03, 2026<br/> Time: 10 a.m<br/> Meeting Location: Habitat for Humanity Kenya Office in Nanyuki<br/> Contact Person: Justin Atemi<br/> Tel: 0748243883<br/> <b>GPS Coordinates:</b><br/> Segera Ward, Laikipia County<br/> <b>0.24318° N and 36.81871° E.</b></p> |
| 4    | Closing date and time for receipt of tenders  | 10/06/2026 1700hrs EAT   |
| 5    | All clarifications arising from this process will be posted on the link provided below. | <a href="#">WDS Tender Clarification</a>   |
| 6    | Tender Opening Date and time  | <p>Organization: Habitat for Humanity Kenya<br/> Date: 11th June 2026<br/> Time: 2 p.m<br/> Venue: CVS Plaza Third Floor Kasuku Lane off Lenana Road, Kilimani, Nairobi</p>  |

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- 1. Scope of Bid**
  - 1.1** Habitat for Humanity Kenya (HFHK) as defined in the Contract Data invites bids for the construction of Works, as described in the Contract Data. The name and identification number of the Contract is provided in the Contract Data. The Works shall include all activities as detailed in the Bills of Quantities (BOQ) and the Kiosk construction drawings; including but not limited to borehole drilling, development, test pumping, water quality testing, solar-powered equipping, construction of water kiosks, pipeline reticulation, drainage works, and all associated civil, mechanical and electrical works necessary to deliver a fully functional water supply system.
  - 1.2** The successful Bidder will be expected to complete the Works by the Required Completion Date specified in the Contract Data.
- 2. Qualification of the Bidder**
  - 2.1** All bidders shall provide in Section 3, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
  - 2.2** To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:
    - (a) annual volume of construction work during past two years of at least the amount specified in the Bidding Data;
    - (b) experience as prime contractor in the construction of at least one works of a nature and complexity equivalent to the Works over the last 2 years (to comply with this requirement, works cited should be at least 80 percent complete);
    - (c) proposals for the timely acquisition or (own, lease, hire, etc.) of the essential equipment listed in the Bidding Data; and
    - (d) Engineer's with minimum 5 years' experience in works of an equivalent nature and volume.
    - (e) Demonstrated experience in solar-powered borehole systems including design, installation, and commissioning;
- 3. One Bid per Bidder per facility**
  - 3.1** Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will be disqualified. Partners in a joint venture shall be jointly and severally liable for the execution of the Contract.
- 4. Cost of Bidding**
  - 4.1** The Bidder shall bear all costs associated with the preparation and submission of his Bid, and HFHK will in no case be responsible or liable for those costs.
- 5. Site Visit**
  - 5.1** The Site visit is mandatory. The Bidder, at their own responsibility and risk, shall visit and examine the project site, including borehole location, water kiosk areas, and pipeline routes. The Bidder shall obtain all necessary information required to prepare a responsive bid. Proof of site visit (attendance record or confirmation) shall form part of the bid submission.

**6. Content of Bidding Documents**

- 6.1** The set of bidding documents comprises the documents listed in the table below and any addenda issued.
- Section
1. Instructions to Bidders
  2. Bidding Data
  3. Conditions of Contract
  4. Contract Data
  5. Forms of Bid and Qualification
  6. Specifications
  7. Drawings
  8. Bill of Quantities or Activity Schedule for lump sum contracts

**7. Clarification and Amendments of Bidding Documents**

- 7.1** A prospective bidder may request HFHK in writing for clarifications and queries on the bidding documents via email to [procurement@hfhkenya.org](mailto:procurement@hfhkenya.org). Bids shall not be sent to the above email. HFHK shall respond to such requests if it receives those 5 days prior to the deadline for the submission of bids. All questions during the tender period, as well as the associated answers, will be accessed by all suppliers through the following link: [WDS Tender Clarification](#)
- 7.2** Similarly, prior to the submission of the deadline, HFHK may modify the bidding documents by issuing addenda on the same link above.

**8. Language of Bid**

- 8.1** All documents relating to the Bid and contract shall be in the language specified in the Contract Data.

**9. Documents Comprising the bid**

- 9.1** The Bid submitted by the Bidder shall comprise the following:
- (a) The Bid (in the format indicated in Section 2);
  - (b) priced Bill of Quantities or priced Activity Schedule;
  - (c) Qualification Information Form and Documents;
  - (d) If the Bidding Data specifies a Bid Security is required, this must be provided in the format provided and shall be for a value of not less than 2% (two percent) of the offer value and shall be valid for at least 30 days past the validity period, and any other materials required to be completed and submitted by bidders, as specified in the Bidding Data.
  - (e) Preliminary pump sizing analysis and solar system design concept;
  - (f) Work programme covering all phases (permits, drilling, equipping, kiosk construction and commissioning).

**10. Bid Prices**

- 10.1** The Contract shall be for the whole Works, as described in Sub-Clause 1.2, based on the priced Bill of Quantities or priced Activity Schedule for lump sum contracts submitted by the Bidder. The type of contract ***lump sum based on Activity Schedule*** will be specified in the Bidding Data.

- 10.2** The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities Items for which no rate or price is entered by the Bidder will not be paid for by HFHK when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities or Activity Schedule.
- 10.3** All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 15 days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by the Bidder *(for lump sum contracts, "the rates and prices" are not applicable).*
- 10.4** The rates and prices *(or the lump sum price)* quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to any adjustment on any account. The rates and prices shall be deemed to include all costs necessary to complete the works as per the BOQ and Drawings, including mobilization, statutory approvals, testing, commissioning, environmental safeguards, materials, labour, equipment, transport, and all incidentals required to deliver a complete and functional system.

**11. Currency of Bid and Payment**

- 11.1** Prices shall be quoted in the currency specified in the Bidding Data.

**12. Bid Validity**

- 12.1** Bids shall remain valid for the period specified in the Bidding Data. HFHK may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable or by fax. A Bidder may refuse the request in which case he may withdraw his bid without penalty. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid.

**13. Format and Signing of Bid**

- 13.1** The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 6 of these Instructions to Bidders, with the Form of Bid In addition, the Bidder shall submit the bid by email to the following dedicated, controlled, & secure email address unless otherwise stated in the bid data sheet: [procurement@hfhkenya.org](mailto:procurement@hfhkenya.org)
- 13.2** When the bids are being emailed, the following conditions shall apply
- The ITB number and Lot number shall be inserted in the Subject Heading of the email.
  - Bid documents required, shall be included as an attachment to the email in PDF, JPEG, TIF format, or the same type of files provided as a ZIP file.
  - Email attachments shall not exceed 4MB; otherwise, the bidder shall send their bid in multiple emails

***Failure to comply with the above may disqualify the Bid.***

- 13.3** The Bid shall contain no alterations or additions, except those to comply with instructions issued by HFHK, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

**13.3 a)** The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.

**14. Sealing and Marking of Bids**

**14.1** The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES”.

**14.2** The inner and outer envelopes shall

- (a) be addressed to HFHK at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
- (c) Provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.

**14.3** In addition to the identification required in Sub-Clause 14.2 the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 16.1.

**14.4** If the outer envelope is not sealed and marked as above, HFHK will assume no responsibility for the misplacement or premature opening of the Bid.

**15. Deadline for Submission of Bids**

**15.1** Bids shall be submitted to the indicated email address specified above no later than the time and date specified in the Bidding Data.

**15.2** HFHK may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 7, in which case all rights and obligations of HFHK and the bidders previously subject to the original deadline will then be subject to the new deadline.

**16. Late Bids**

**16.1** Any Bid received by HFHK after the deadline prescribed in Clause 15 will be returned unopened to the Bidder.

**17. Modification and Withdrawal of Bids**

**17.1** Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 15.1

**17.2** Each Bidder's modification or withdrawal notice shall be sent via email in accordance with Clauses 14 and 15.

**17.3** No Bid may be modified after the deadline for submission of Bids.

**17.4** Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to Sub-Clause 12 will result in the bidder being disqualified from future bidding for a period of one year.

**17.5** Bidders may offer discounts or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

**18. Process to Be Confidential**

**18.1** Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed until the award to the successful Bidder is announced.

**19. Clarification of Bids**

**19.1** To assist in the examination, evaluation, and comparison of bids, HFHK may, at the HFHK's discretion, ask any Bidder for clarification of the Bidder's Bid. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by HFHK in the evaluation of the bids in accordance with Cl. 23.2.

**20. Examination of Bids and Determination of Responsiveness**

**20.1** Prior to the detailed evaluation of bids, HFHK will determine whether each Bid is substantially responsive to the requirements of the bidding documents. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the HFHK's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**20.2** If a Bid is not substantially responsive, it will be rejected by the HFHK, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**20.3** Due diligence will be conducted for the submitted bids

**21. Correction of Errors**

**21.1** Bids determined to be substantially responsive will be checked by HFHK for any arithmetic errors. Errors will be corrected by HFHK as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- (c) If a bidder refuses to accept the correction his bid will be rejected, and the bidder disqualified from future bidding for a period of one year.

**22. Evaluation and Comparison of Bids**

**22.1** HFHK will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 21.

- 22.2** In evaluating the bids, HFHK will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- (a) making any correction for errors pursuant to Clause 22
  - (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities (or Activity Schedule for lump sum contracts), but including Day-work, where priced competitively;
  - (c) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 17.5.
- 22.3** HFHK may waive any minor informality or non-conformity which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative standing of any Bidder. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for HFHK will not be considered in Bid evaluation.
- 23. Award Criteria**
- 23.1** Subject to Clause 25, HFHK will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been qualified in accordance with the Clause 2 provisions.
- 24. HFHK's Right to Accept any Bid and to Reject any or all Bids**
- 24.1** Notwithstanding Clause 24, HFHK reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the HFHK's action.
- 25. Notification of Award and Signing of Agreement**
- 25.1** The Bidder whose Bid has been accepted will be notified of the award by the HFHK prior to expiration of the Bid validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the HFHK will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 25.2** The notification of award will constitute the formation of the Contract.
- 25.3** HFHK will send the successful Bidder the Agreement form provided in the bidding documents incorporating all agreements between HFHK and the successful Bidder. It will be sent to the successful Bidder within 15 days following the notification of award. Within 15 days of receipt, the successful Bidder will sign the Agreement and deliver it to HFHK.
- 25.4** Upon receipt of the signed Agreement from the Bidder, HFHK will promptly notify the other bidders that their bids have been unsuccessful.
- 26 Performance Security**
- 26.1** If required and stated in the Bid Data sheet, within 18 (eighteen) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

**26.2** Failure of the successful Bidder to comply with the requirement of ITB Clause 27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

**27 Advance Payment 27.1** HFHK will not provide an Advance Payment but will provide interim payments and this will be subject to measured works. In order to receive the interim Payment, the Bidder shall make an estimate of executed work which MUST be certified by HFHK Engineer

Section 2

#### BIDDING DATA

This section should be filled out by HFHK before issuance of the bidding documents.

#### Instruction to Bidders Clause Reference

1. All bidders shall provide bidding document, qualification information, a preliminary description of the proposed work method and schedule as necessary and all documents listed in clause 5
2. In preparing the bid, bidders are expected to examine the documents constituting this ITB in details. Inadequate packing of information required will reduce legitimacy of your bid
3. HFHK reserves the right to negotiate, accept or reject any or all proposals and quotations at its sole discretion and to pursue or act further on any responses it considers advantageous.
4. The contract will be awarded to the administrative and technically compliant tender that is the most economically advantageous, considering the quality of the services offered and the price of the tender.
5. Tenders will be evaluated on the criteria listed below.

#### EVALUATION CRITERIA

The technical and financial proposals of the candidates will be evaluated using the following matrix:

Bids were subjected to one stage of evaluation, namely:

1. Stage 1: Preliminary evaluation.
2. Stage 2: Technical evaluation
3. Stage 3: Financial evaluation

| Step | PRELIMINARY   | Maximal Point | Percentage Weight (%) |
|------|---|---------------|-----------------------|
|      | <p><i>These are mandatory documents to be attached to the tender dossier. Absence of any of these documents will lead to the Consulting firm being disqualified and will not be considered for the next stage of evaluation.</i></p> <p>1. Provide documentary evidence of the company's Certificate of Incorporation</p> <p>2. Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up to the date of tender opening.</p> <p>3. Provide copy of updated CR 12 form uploaded during the tendering period</p> <p>4. Provide documentary evidence of the Company's valid registration by National Construction Authority as a water Works Contractor Category NCA 6 and above</p> | Yes/No        |                       |
| Step | TECHNICAL PROPOSAL  | Maximal Point | Percentage Weight (%) |
|      |   |               | 70%                   |
|      | <b>A. EDUCATION</b>   | 10            |                       |
|      | The Lead Consultant must have at least a Degree in Engineering /Hydrologist/Civil/Biosystems and any other relevant degree – Attach Academic Certificate. (10 Marks for attached academic certificate)  |               |                       |
|      | <b>B. STAFF</b>   | 20            |                       |
|      | Managerial and Key Personnel Competency Profiles Suitability/adequacy for the assignment: <ul style="list-style-type: none"> <li>• Provide profile details of two (2) technical staff to be assigned the project for provision of these services if awarded the contract.</li> </ul> Include their general experience and roles under this project, level of education and training, experience in comparable assignments. (attach CV's, certified professional certificates and/or practicing certificate): <ul style="list-style-type: none"> <li>10 marks technical personnel (5 marks for CV and 5 marks for practicing certificate)</li> <li>10 marks Supervisory personnel (5 marks for CV and 5 marks for practicing certificate)</li> </ul>   |               |                       |
|      | <b>C. SPECIFIC EXPERIENCE</b>   | 40            |                       |

|  |   |           |            |
|--|---|-----------|------------|
|  | <p>Provide evidence of Similar Works:<br/>Experience as a Contractor in borehole drilling and equipping of a similar nature and size completed within the last three (3) years that have been successfully and substantially completed, Present in the format below and attach four (3) service confirmation certificates.<br/>(10Marks for each service confirmation certificate).<br/>Experience in similar works in the past more than 3 years of similar nature and size with evidence of completion certificate (each 5 marks for each service confirmation certificate)<br/>(30marks)</p> |           |            |
|  | <b>E. METHODOLOGY AND WORK PLAN</b>   | <b>30</b> |            |
|  | <p><b>Methodology</b><br/>Understanding the objectives and scope of assignment (10 marks)<br/>Demonstrate understanding on how to execute all the tasks as outlined in the two phases (10 marks)</p> <p><b>Work Plan</b><br/>The proposed timelines to conduct and complete the consultancy are in line with the TOR, check if the timelines are reasonably allocated to allow completeness of the assignment and the logical flow of tasks - 10 points</p>   |           |            |
|  | <b>HIGHEST SCORE FOR THE TECHNICAL EVALUATION (100 *70%)</b>  | <b>70</b> |            |
|  | <b>FINANCIAL PROPOSAL</b>   |           | <b>30%</b> |
|  | <b>CRITERIA FOR THE EVALUATION OF FINANCIAL PROPOSAL</b>  |           |            |
|  | <p>The maximum number of points will be awarded with the lowest financial proposal. All other proposals will receive points in proportion to the following formula:<br/> <math>P = y (\mu / z)</math><br/> Or:<br/> p = Rating of the evaluated financial proposal<br/> y = maximum number of points awarded to the financial offer<br/> <math>\mu</math> = amount of the lowest bid<br/> z = amount of the evaluated proposal</p>  |           |            |

#### Stage 4: Contract Award

Award the Contract to the bidder whose bid is determined to be substantially responsive to the tender documents and offers the lowest financial offer.

6. This shall be a **Lump Sum Contract** based on Priced Bill of Quantities
7. The currency in which the prices shall be quoted in **Kes**
8. The period of Bid validity shall be **\_180 days\_** days after the deadline for Bid submission specified in the Bidding Data.
9. The number of copies of the Bid to be completed and returned - 1
10. The bids will be completed
11. **Submissions-Instructions**

Completed applications should be submitted in a sealed envelope clearly marked with the tender reference per tender and addressed to: Different Lots submitted in one envelope will be disqualified

**The National Director**

Habitat for Humanity Kenya

CVS Plaza, 3rd Floor

Lenana Road

Nairobi, Kenya

**Tender Box Location:** CVS Plaza, 3rd Floor Reception

**Telephone:** 0101 454 380

**Deadline:** 5:00 PM on **10th June 2026**

***Failure to comply with the above will lead to disqualification***

12. The Bidder, at the Bidder's own responsibility and risk, is mandated to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense Project Site Locations and GPS Coordinates are:  
GPS Coordinates:  
Segeza Ward, Laikipia County  
**0.24318° N and 36.81871° E.**
13. The deadline for submission of bids shall be **on 10<sup>th</sup> June 2026 at 1700hrs EAT**. The bids shall be opened on a date and venue specified below;  
Date: 11th June 2026  
Time: 2 p.m  
Venue: CVS Plaza Third Floor Kasuku Lane off Lenana Road, Kilimani, Nairobi
14. A Performance Security is required in the format provided in this document for a value of not less than *(Usually 5% (five percent) of the contract value)*. This should be valid for 30 days past the contract completion period including any defects liability period or any warranty period.
15. The Interim Payment shall be limited to the total value of executed works certified by the HFHK Engineer minus 10% the Contract Price (Retention).

Section 3

CONDITIONS OF CONTRACT

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| 1. Works  | 24. Defects Liability period   |
| 2. Language and Law                                 | 25. Completion and Taking Over |
| 3. Communications                                   | 26. Final Account              |
| 4. Confidentiality and Non-Disclosure               | 27. Contract Price             |
| 5. Compliance with HFHK Policies                    | 28. Performance Security       |
| 6. Access to Site                                   | 29. Payment Guarantee          |
| 7. Contractor to Construct the Works                | 30. Bill of Quantities         |
| 8. The Works to Be Completed by the Completion Date | 31. Changes in the Quantities  |
| 9. Safety   | 32. Day Works                  |
| 10. Program   | 33. Right to Audit/Inspect     |
| 11. Personnel                                       | 34. Payment Certificates       |
| 12. Sub-contract-ing and other contractors          | 35. Payments                   |
| 13. Contractor's Risks                              | 36. Interim Payment            |
| 14. Indemnity                                       | 37. Retention Moneys           |
| 15. Insurance                                       | 38. Tax                        |
| 16. Cost of Repairs                                 | 39. Compensation Events        |
| 17. Property  | 40. Termination-action         |
| 18. Early Warning                                   | 41. Payment upon Termination   |
| 19. Extension of the Completion Date                | 42. Release from Performance   |
| 20. Delays Ordered by the Project Manager           | 43. Resolution of Disputes     |
| 21. Liquidated Damages                              |                                |
| 22. Correction of Defects                           |                                |
| 23. Uncorrected Defects                             |                                |

## Conditions of Contract

### 1. Definitions

- 1.1 Terms that are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Boldface type is used to identify defined terms.

**Activity Schedule** means the priced and completed schedule forming part of the Bid.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

**Certificate of practical completion** means a certificate issued by the HFHK Engineer to the Contractor to signify a state of completion where, in the opinion of the HFHK Engineer, the Works are substantially complete and can effectively and conveniently be used for the intended purposes.

**Compensation Events** are those defined in Clause 21 hereunder.

**The Completion Date** is the date of completion of the Works as certified by HFHK, in accordance with Sub-Clause 28.1.

**The Contract** is the Contract between HFHK and the Contractor to execute, complete, and maintain the Works. The name and identification number of the Contract is given in the Contract Data.

**The Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by HFHK.

**The Contractor's Bid** is the completed bidding document submitted by the Contractor to HFHK.

The **Contract Price** is the price stated in the Letter of Acceptance subject to such additions or deductions as may be made in accordance with the provisions of the Contract, and represents the total remuneration payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein.

**Days** are calendar days; **months** are calendar months.

**Day works** are additional, varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

A **Defect** is any part of the Works not completed in accordance with the Contract or to the reasonable satisfaction of the HFHK Engineer

The **Defects Liability Period** is the period of six (6) months commencing from the Required Completion Date, as stated in the

Contract Data, during which the Contractor shall remain responsible, at its own cost, for remedying any defects, deficiencies, shrinkages, or other faults in the Works that may appear or become apparent and are attributable to materials, workmanship, or failure to comply with the terms of this Contract.

**Drawings** include calculations and other information provided or approved by HFHK for the execution of the Contract.

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

**Final Certificate** means the formal certificate issued by the HFHK Engineer following the expiry of the Defects Liability Period, confirming that the Contractor has duly completed all contractual obligations, including the rectification of any defects, deficiencies, or outstanding works.

**HFHK**, as specified in the Contract Data, is the party who employs the Contractor to carry out the Works. The name of HFHK's representative authorized to deal with the Contractor is also given in the Contract Data.

The **HFHK Engineer** is the person named in the Contract Data (or any other competent person appointed by HFHK and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

The **Initial Contract Price** is the Contract price listed in HFHK's Letter of Acceptance.

**Materials** are all supplies, including consumable, used by the Contractor for incorporation in the Works.

The **Required Completion Date** is the date on which it is required that the Contractor shall complete the Works. The Required Completion Date is specified in the Contract Data. The Completion Date may be revised only by HFHK by issuing an extension of time or an acceleration order.

The **Site** is the area defined as such in the Contract Data.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by HFHK.

The **Start Date** is given in the Contract Data. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

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

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

A **Variation** is an instruction given by HFHK that varies the original Work requirement.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to HFHK, as defined in the Contract Data.

**1.2** This shall be a "**Lump Sum Contract based on priced Activity Schedule**", as specified in the Contract Data. However, if a Government law or decree passed between the date falling twenty-eight (28) days before the submission of bids for the Contract and the Required Completion Date results in an increase in the price of labour and material, HFHK will adjust the Initial Contract Price accordingly, provided that the Contractor shall submit documents satisfactory to the HFHK Engineer proving that the requested increases are a result of Government laws or decrees.

- |  |  |
|--|--|
| <b>2. Works</b>                              | <b>2.1</b> The Contractor shall execute the Works, in accordance with the Contract and applicable laws.  |
| <b>3. Language and Law</b>                   | <b>3.1</b> The language of the Contract and the law governing the Contract are stated in the Contract Data.  |
| <b>4. Communications</b>                     | <b>4.1</b> Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.<br><b>4.2</b> The HFHK Engineer, or any duly authorized HFHK personnel, may issue instructions in writing to the Contractor as may be necessary for the proper execution of the Works in accordance with the Contract. The Contractor shall comply with such instructions without delay.  |
| <b>5. Confidentiality and Non-Disclosure</b> | <b>5.1</b> The Contractor shall not, without the prior written consent of HFHK, disclose, divulge, or otherwise make available to any third party any of the terms or conditions of this Contract, or any confidential, proprietary, or commercially sensitive information relating to the Project or to HFHK, whether obtained directly or indirectly, except where such disclosure is required by law, regulation, or order of a competent authority, in which event the Contractor shall, to the extent permitted, notify HFHK in writing prior to such disclosure. |
| <b>6. Compliance with HFHK Policies</b>      | <b>6.1</b> The Contractor hereby covenants and agrees to comply in all respects with the policies, procedures, codes of conduct, and other requirements of HFHK, as may be amended from time to time.  |

- 6.2** Compliance with such policies shall be deemed a material obligation under this Contract.
- 7. Access to Site** **7.1** HFHK shall give non-exclusive access to the places where the Works are to be executed and any other places where activities associated with the Works are carried out.
- 8. Contractor to Construct the Works** **8.1** The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 9. The Works to Be Completed by the Completion Date** **9.1** The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the HFHK Engineer, and complete them by the Required Completion Date.
- 10. Safety** **10.1** The Contractor shall be responsible for the safety of all activities on the Site.
- 11. Program** **11.1** Within the time stated in the Contract Data, the Contractor shall submit to the HFHK Engineer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. The Contractor shall update the Program at intervals no longer than the period stated in the Contract Data. The HFHK Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the HFHK Engineer again at any time. A revised Program shall show the effect of Variations and Compensation Events.
- 12. Personnel** **12.1** The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the Contract Data, to carry out the functions stated in the Schedule of other personnel approved by Project Manager. The HFHK Engineer shall approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.
- 12.2** If the HFHK Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seventy-two (72) hours and has no further connection with the work in the Contract.
- 12.3** Key personnel identified in the Contract Data shall not be removed, replaced, or reassigned by the Contractor without the prior written consent of HFHK. In the event that replacement becomes necessary due to circumstances beyond the Contractor's control, the Contractor shall propose substitute personnel possessing qualifications, experience, and expertise equal to or superior to those of the individual being replaced, subject to HFHK's prior written approval, which shall not be unreasonably withheld.
- 13. Sub-contracting and other contractors** **13.1** The Contractor may subcontract with the approval of the HFHK Engineer but may not assign the Contract without the approval of HFHK in writing.
- 13.2** Subcontracting shall not alter the Contractor's obligations.
- 13.3** The Contractor shall not subcontract more than fifty percent (50%) of the Works. Any such subcontracting must be approved by HFHK in writing.

- 13.4** The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and HFHK.
- 14. Contractor's Risks**
- 14.1** From the Starting Date until the Final Certificate has been issued, the Contractor shall bear all risks related to personal injury, death, and loss of or damage to property. This includes, without limitation, the Works, Plant, Materials, Equipment, and any adjacent property.
- 15. Indemnity**
- 15.1** The Contractor shall indemnify, defend, and hold harmless HFHK, its officers, employees, and agents from and against any and all claims, demands, actions, damages, losses, liabilities, costs, and expenses (including reasonable legal fees and disbursements) arising out of, in connection with, or resulting from the performance, non-performance, or purported performance of the Works by the Contractor, its subcontractors, agents, or personnel, except to the extent that such claims, damages, losses, or expenses are caused by the gross negligence or wilful misconduct of HFHK.
- 16. Insurance**
- 16.1** The Contractor shall provide, in the joint names of HFHK and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Contract Data for the following events which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Equipment, Plant, and Materials;
  - (b) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
  - (c) Personal injury or death. Third party liability.
- 16.2** Policies and certificates for insurance shall be delivered by the Contractor to the HFHK Engineer for approval within fifteen (15) days of receipt by the Contractor of HFHK's Letter of Acceptance. All such insurance shall provide for compensation required to rectify the loss or damage incurred. If the Contractor fails to provide the required certificates, the contract shall be considered as annulled.
- The said Contractor shall be disqualified from participating in bidding for contracts for a period of one year. However, HFHK at its discretion may decide to extend the period for submission of insurance certificates or take out the insurance and deduct the cost of premiums from the Contractor's earnings.
- 16.3** Alterations to the terms of insurance shall not be made without the approval of HFHK.
- 17. Cost of Repairs**
- 17.1** Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.
- 18. Property**
- 18.1** All Materials and Construction Equipment on the Site, Plant, Temporary Works, and Works shall be deemed to be the property of HFHK if the Contract is terminated because of the Contractor's default.

- 19. Early Warning**
- 19.1** The Contractor shall inform the HFHK Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work increase the Contract Price or delay the execution of the Works. The HFHK Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 19.2** The Contractor shall cooperate with the HFHK Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.
- 20. Extension of the Completion Date**
- 20.1** The HFHK Engineer shall extend the Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Required Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 21. Delays Ordered by the Project Manager**
- 21.1** The HFHK Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delays or suspension of work by the HFHK Engineer which increase the Contractor's costs shall be subject to equitable adjustments by HFHK.
- 22. Liquidated Damages**
- 22.1** The Contractor shall pay liquidated damages to HFHK at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Required Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. HFHK may deduct liquidated damages from any payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 23. Correction of Defects**
- 23.1** The HFHK Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 23.2** Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the HFHK Engineer's notice
- 24. Uncorrected Defects**
- 24.1** If the Contractor has not corrected a Defect within the time specified in the HFHK Engineer's notice, the HFHK Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, or HFHK shall recuperate these amounts by deduction from the amounts due to the contractor.
- 25. Defects Liability period**
- 25.1** The period for notifying defects or damage in the Works as stated in the Contract Data shall start from the Required Completion Date. The HFHK Engineer shall notify the Contractor in writing of any defects in the Works during this period. During the Defects Notification Period, the Contractor shall rectify any defects that the Employer has notified within the stipulated period and at its own cost.
- 26. Completion and Taking Over**
- 26.1** The Contractor shall request the HFHK Engineer to issue the Certificate of Practical Completion, and the HFHK Engineer will issue such a certificate when he determines that the work is satisfactorily completed.
- 26.2** The Contractor shall notify the HFHK Engineer at least seven (7) days prior to the anticipated completion of the Works and readiness for taking over in accordance with the Contract. Upon receipt of such notice, the HFHK

Engineer shall inspect the Works and, if satisfied that the Works are complete (except for minor omissions, outstanding work, and defects which do not affect the safe use of the Works for their intended purpose), shall certify and issue the Certificate of Practical Completion to the Contractor. This certificate shall state the date of completion and include an attached list of minor omissions, outstanding work, and defects to be rectified.

- 26.3** Should the HFHK Engineer determine that the Works are not ready for taking over, they shall reject the Contractor's notice and provide written reasons, including details of any defects, deficiencies, or unfulfilled obligations requiring rectification or completion before a Certificate of Practical Completion can be issued.
- 26.4** HFHK shall take over the site and the Works within seven (7) days of the HFHK Engineer's issuing of a Certificate of Practical Completion.
- 27. Final Account**
- 27.1** The Contractor shall supply the HFHK Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The HFHK Engineer shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within fifteen (15) days of receiving the Contractor's account if it is correct and complete. If it is not, the HFHK Engineer shall issue within fifteen (15) days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the HFHK Engineer shall decide on the amount payable to the Contractor and issue a payment certificate.
- 28. Contract Price**
- 28.1** The Contract Price shall be the amount agreed upon between HFHK and the Contractor to execute the Works on the Completion Date and indicated in the Letter of Acceptance.
- 28.2** The Contract Price may vary in accordance with the Contract, including subject to measurement and/or Variations of the Works.
- 29. Performance Security**
- 29.1** The Contractor shall, within fourteen (14) days of receiving the Letter of Acceptance, provide a Performance Security in the format prescribed in the Standard Form section, for a value of not less than five percent (5%) of the Contract Price or as set out in the Bidding Data.
- 29.2** The Performance Security shall remain valid for a period of thirty (30) days beyond the end of the Completion Date, including any applicable Defects Liability Period and/or warranty period.
- 30. Payment Guarantee**
- 30.1** The Contractor shall, in addition to the Performance Security required, furnish to HFHK a separate and valid bank guarantee, payable on demand and issued by a reputable bank acceptable to HFHK, in an amount equivalent to ten percent (10%) of the Contract Price, for the specific purpose of securing HFHK's payment obligations under the Contract.
- 30.2** The said bank guarantee shall remain valid until the expiry of the Defects Liability Period and shall be released to the Contractor only upon the issuance of the Final Certificate, by HFHK, confirming that all obligations under the Contract have been fully discharged, including the satisfactory completion, to the written satisfaction of the HFHK Engineer or their duly appointed designee, of all remedial works, rectifications, or repairs identified during the Defects Liability Period.

**31. Bill of Quantities** 31.1 The Bill of Quantities (for lump-sum Contracts Entire Clause 17 shall be replaced with a new Clause as indicated in the Contract Data) shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

For Lump Sum contracts, payment activities schedule shall be listed.

31.2 The Bill of Quantities shall be used to calculate the Contract Price. The Contractor is paid for the quantity of the work actually done at the rate in the Bill of Quantities for each item.

**32. Changes in the Quantities** 32.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than twenty-five percent (25%), provided the change exceeds one percent (1%) of the Initial Contract Price, the HFHK Engineer shall adjust the rate to allow for the change. (For lump-sum contracts, this clause shall be substituted by a new clause as indicated in Contract Data).

**33. Day Works** 33.1 Day works shall be executed by the Contractor's employees using Equipment and shall be subject to payment based on the time actually spent by the Contractor's labour and the use of Equipment, in accordance with the applicable Dayworks Schedule or agreed rates.

33.2 In addition to payments for labour and Equipment, the Contractor shall be entitled to payment for all associated Materials and Plant used in connection with the Day works.

33.3 Day works shall only be undertaken when instructed in writing by the HFHK Engineer or, in cases of urgency, with retrospective written confirmation provided within three (3) days of the urgency.

33.4 The Contractor shall maintain and submit detailed daily records of labour, Equipment, Materials, and Plant used in the execution of Day works, and no payment shall be made unless such records are verified and approved by the HFHK Engineer.

**34. Right to Audit/Inspect** 34.1 HFHK, its duly authorized representatives, agents, or external auditors shall have the right, at any reasonable time and upon the provision of reasonable prior notice, to access, inspect, and audit all books, records, accounts, correspondence, documents, and other information of the Contractor that relate to the performance of the Works under this Contract. The Contractor shall grant unhindered access to the Site, as well as to any such records and documents, and shall provide all necessary assistance to facilitate the conduct of such inspection or audit.

**35. Payment Certificates** 35.1 The Contractor shall submit to the HFHK Engineer bi-weekly statements of the estimated value of the work executed less the cumulative amount certified previously.

35.2 The HFHK Engineer shall check the Contractor's executed work and certify the amount to be paid to the Contractor.

35.3 The value of work executed shall be determined by the HFHK Engineer.

- 35.4** The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed. (For lump sum contracts, this Clause shall be substituted by a new Clause as indicated in the Contract Data).
- 35.5** The value of work executed shall include the valuation of Variations and Compensation Events.

**36. Payments**

- 36.1** Payments shall be adjusted for deductions for interim payments and retention. HFHK shall pay the Contractor the amounts certified by the HFHK Engineer within twenty-eight (28) days of the date of each certificate. If HFHK makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made, up to the date when the late payment is made, at the rate of interest prevailing at the local banks for construction loans.
- 36.2** Items of the Works for which no rate or price has been entered in will not be paid for by HFHK and shall be deemed covered by other rates and prices in the Contract.

**37. Interim Payment**

- 37.1** HFHK shall make interim payment to the Contractor of the amounts stated in the Contract Data after certification of executed scope of works by the Contractor.

**38. Retention Moneys**

- 38.1** An amount, specified in the Contract Data, will be retained from each payment to the Contractor to assure performance of the work. This money will be paid out to the Contractor upon completion and acceptance of the work and within fifteen (15) days of the issue by the HFHK Engineer of the Defects Liability Certificate.

**39. Tax**

- 39.1** The Contractor shall be liable for all taxes in accordance with the laws of HFHK's country. However, the HFHK Engineer shall adjust the Contract Price if taxes, duties, and other levies are changed between the date falling twenty-eight (28) days before the submission of bids for the Contract and the date of the Final Certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such charges are already not reflected in the Contract Price.

**40. Compensation Events**

- 40.1** The following shall be Compensation Events:
  - 40.1.1** HFHK does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
  - 40.1.2** The HFHK Engineer orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
  - 40.1.3** The HFHK Engineer instructs the Contractor to uncover or to carry out tests upon completed work, which is then found to have no Defects.
  - 40.1.4** Other contractors, public authorities, utilities, or HFHK cause delay or extra cost to the Contractor.
  - 40.1.5** The interim payment due is delayed.

- 40.1.6** The HFHK Engineer unreasonably delays issuing a certificate of completion.
- 40.2** If such an event occurs, then the Contract Price shall be equitably adjusted.
- 41. Termination-action**
- 41.1** HFHK or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract
- 41.2** Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- 41.2.1** the Contractor stops work for fifteen (15) days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the HFHK Engineer;
- 41.2.2** The HFHK Engineer instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within fifteen (15) days; or agreement reached on payments due contractor for cost of delay;
- 41.2.3** HFHK or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- 41.2.4** a payment certified by the HFHK Engineer is not paid by HFHK to the Contractor within thirty (30) days of the date of the HFHK Engineer's certificate;
- 41.2.5** the HFHK Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within 30 days determined by the HFHK Engineer; or
- 41.2.6** The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the Contract Data
- 41.3** When either party to the Contract gives notice of a breach of Contract to the HFHK Engineer for a cause other than those listed under Sub-Clause 30.2 above, the HFHK Engineer shall decide whether the breach is fundamental or not.
- 41.4** Notwithstanding the above, HFHK may terminate the Contract for convenience by giving the Contractor a thirty (30) day notice in writing.
- 41.5** If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site within fifteen (15) days of the completion of the notice period.
- 42. Payment upon Termination**
- 42.1** If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the HFHK Engineer shall issue a certificate for the value of the work done and Materials ordered less any interim payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to HFHK exceeds any payment due to the Contractor, the difference shall be a debt payable to HFHK.
- 42.2** If the Contract is terminated for HFHK's convenience or because of a fundamental breach of Contract by HFHK, the HFHK Engineer shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less interim payments received up to the date of the certificate

**43. Release from Performance**

**43.1** If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either HFHK or the Contractor, the HFHK Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards for which an agreement has been reached.

**44. Resolution of Disputes**

**44.1** HFHK and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

**44.2** If after thirty (30) days from the commencement of such informal negotiations, HFHK and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to three independent qualified contractors, one chosen by HFHK and one chosen by the Contractor and the third chosen by an appropriate professional body, such as the Chamber of Commerce. The three should arrive at a solution satisfactory to HFHK and the Contractor.

**44.3** In case of further disagreement either party can take the matter to arbitration in accordance with the Law governing the Contract. The place where arbitration will take place will be stated in the Contract Data.

**Section 4**

**CONTRACT DATA**

Except where otherwise indicated, all Contract Data should be filled in by HFHK (HFHK) prior to issuance of the bidding documents. Schedules and reports to be provided by HFHK should be annexed.

- | <u>No.</u> | <u>Reference</u>   | <u>Contract Clause</u> |
|------------|--|------------------------|
| 1.         | HFHK is:<br><br>Name: <b>HABITAT FOR HUMANITY KENYA</b><br>Address: <b>P.O Box 38948 – 00623 NAIROBI, KENYA</b><br>Name of Authorized Representative: <b>DR. EILEEN MOKAYA</b> | [1.1]                  |
|            | The HFHK Engineer is:<br><br>Name: <b>JOHN MACHARIA</b><br>Address: <b>P.O Box 38948 – 00623 NAIROBI, KENYA</b><br>Name of Authorized Representative: <b>JOHN MACHARIA</b>     | [1.1]                  |
| 2.         | The name and identification number of the Contract is  | [1.1]                  |

| Tender Reference Number | Tender Description  | Quantity |
|-------------------------|---|----------|
| HFHK/WDS/001/05/2026    | <p><b>Phase one-</b>Permits and license acquisition/facilitation and Drilling of 1 borehole in Laikipia County.</p> <ul style="list-style-type: none"> <li>• Conducting HGS and facilitation of NEMA and WRA licenses and approvals as well as any other documentation required to sink a borehole in the designated location within Laikipia County. (No objection from the relevant water utility and the Country Government of Laikipia.)</li> <li>• Drilling based on the HGS report after acquisition of all the relevant documentations while ensuring quality and standard operating procedure for drilling.</li> </ul> <p><b>Phase 2-Borehole equipping. (Once the borehole is recommended for equipping i.e. good quality and quantity)</b></p> <ul style="list-style-type: none"> <li>• Borehole equipping of the drilled borehole while ensuring adherence to the recommendation of the yield test findings i.e. the recommended yield, recommended pump intake depth, type of the pump etc</li> </ul> | 1 Lot    |

|   |   |  |
|---|---|--|
|   | <p>providing designs and justifications on the pump selection (Pump sizing analysis report).</p> <ul style="list-style-type: none"> <li>• Provide borehole system testing report i.e. pump performance. Rising mainline flows, power requirements etc ensuring optimum operation of the system.</li> <li>• Construction of Water kiosk complete with water draw points</li> </ul> |  |
| <p><b>Pretender Site Visit is Mandatory</b></p> |   |  |

3. The Works consist of;  
Refer to Clause 2 above.
4. The Start Date shall be **01/07/2026** [1.1]
5. The Required Completion Date for the whole of the Works shall be **01/09/2026** [1.1]
6. Project Site Locations and GPS Coordinates **in Laikipia, County.** [1.1]
7. This shall be a **Lump Sum Contract** based on Priced Bill of Quantities [1.2]
8. The language of the Contract documents is **ENGLISH** [2]
9. The law that applies to the Contract is the law of **KENYA** [2]
10. The following documents are also part of the Contract: [5]
  - The Schedule of Key Personnel
12. The period for submission of the Program is seven (**7**) days from the date of signature of Agreement. [11]
13. The Defects Liability Period is six (**6**) months. [15]
14. In case of lump sum contracts, clause 17 shall be replaced by the following new clause 17. [17]
  - 17 Activity Schedule
  - 17.1 The Contractor shall provide updated Activity Schedules within seven (7) days of being instructed by HFHK. The activities on the Activity Schedule shall be coordinated with the activities on the Program.
  - 17.2 The Contractor shall show delivery of Materials to the site separately on the Activity Schedule if Payment for Materials on site shall be made separately."
15. In case of lump sum contracts, clause 18.1 shall be replaced by the following: [18]

18.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor made such changes to the Activity Schedule."

19.4 The value of work executed shall comprise the value of completed activities in the Activity Schedule."

17. The Site Possession Date shall be **01/07/2025** [21]  
*[If the Site is made available by section, the different dates should be listed here.]*

20. The amount of interim payment will be based on measured and certified works by HFHK project manager [24]

21. The amount of retention money will be **10%** of the total contract amount.

23. The place of arbitration is **NAIROBI** [34]

Table of Standard Forms

|           |                                  |           |
|-----------|----------------------------------|-----------|
| <b>A.</b> | <b>Contractor's Bid25</b>        |           |
| <b>B.</b> | <b>Qualification Information</b> | <b>26</b> |
| <b>C.</b> | <b>Letter of Acceptance</b>      | <b>28</b> |
| <b>D.</b> | <b>Agreement</b>                 | <b>29</b> |
| <b>E.</b> | <b>Bid Security</b>              | <b>30</b> |
| <b>F.</b> | <b>Performance Security</b>      | <b>32</b> |

**Standard Form A:**

**Contractor's Bid**

Notes on Form of Contractor's Bid

The Bidder shall fill in and submit this Bid form with the Bid.

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

To: \_\_\_\_\_ [name of HFHK]  
Address: \_\_\_\_\_ [insert address]

We offer to execute the \_\_\_\_\_ [name and identification number of Contract] in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of \_\_\_\_\_ [amount in numbers and words] ( \_\_\_\_\_ ) [name of currency] \_\_\_\_\_).

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity required by the bidding documents and specified in the Bidding Data.

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

Name and Title of Signatory:  
\_\_\_\_\_

Name of Bidder:  
\_\_\_\_\_

Address:  
\_\_\_\_\_

**Standard Form B:**

**Qualification Information**

Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of post qualification as provided for in the Instructions to Bidders. This information will not be incorporated in the Contract.

**1. Individual Bidders or Individual Members of Joint Venture**

1.1 Constitution or legal status of Bidder *[attach copy]*

Place of registration: \_\_\_\_\_

Principal place of business: \_\_\_\_\_

1.2 Work performed as prime Contractor on works of a similar nature and volume over the last two years. Also list details of work under way or committed, including expected completion date.

| Project name and country | Name of client and contact person | Type of work performed and year of completion | Value of contract |
|--------------------------|-----------------------------------|---|-------------------|
| _____                    | _____                             | _____   | _____             |
| _____                    | _____                             | _____   | _____             |
| _____                    | _____                             | _____   | _____             |
| _____                    | _____                             | _____   | _____             |
| _____                    | _____                             | _____   | _____             |
| _____                    | _____                             | _____   | _____             |
| _____                    | _____                             | _____   | _____             |
| _____                    | _____                             | _____   | _____             |
| <i>[etc.]</i>            | _____                             | _____   | _____             |
|                          | _____                             | _____   | _____             |
|                          | _____                             | _____   | _____             |

1.3 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below.

| Item of equipment | Description, make, and age (years) | Condition (new, good, poor) and number available | Owned, leased (from whom?), or to be purchased (from whom?) |
|-------------------|------------------------------------|--|---|
| _____             | _____                              | _____  | _____   |
| _____             | _____                              | _____  | _____   |
| _____             | _____                              | _____  | _____   |

|        |       |       |       |
|--------|-------|-------|-------|
| _____  |       | _____ | _____ |
| [etc.] | _____ | _____ |       |

1.4 Qualifications and experience of key personnel proposed for administration and execution of the Contract.

| Position        | Name  | Years of experience (general) | Years of experience in proposed position |
|-----------------|-------|-------------------------------|--|
| Project Manager |       |                               |  |
| _____           | _____ | _____                         | _____                                    |
| -               | -     | _____                         | _____                                    |
| _____           | _____ | _____                         | _____                                    |
| -               | -     | _____                         | _____                                    |
| _____           | _____ | _____                         | _____                                    |
| -               | -     | _____                         | _____                                    |
| _____           | _____ | _____                         | _____                                    |
| -               | -     | _____                         | _____                                    |
| _____           | _____ | _____                         | _____                                    |
| -               | -     | _____                         | _____                                    |
| [etc.]          | -     |                               |  |

1.5 Proposed subcontracts and firms involved.

| Sections of the Works | Value of subcontract | Subcontractor (name and address) | Experience in similar work |
|-----------------------|----------------------|----------------------------------|----------------------------|
| _____                 | _____                | _____                            | _____                      |
| _____                 | _____                | _____                            | _____                      |
| _____                 | _____                | _____                            | _____                      |
| [etc.]                |                      |                                  | _____                      |
|                       |                      |                                  | _____                      |

1.6 Information on current litigation in which the Bidder is involved.

| Other party(ies)        | Cause of dispute        | Amount involved |
|-------------------------|-------------------------|-----------------|
| <hr/> <hr/> <hr/> <hr/> | <hr/> <hr/> <hr/> <hr/> | <hr/> <hr/>     |

1.7 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

Notes on Standard Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 26 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed.

**Standard Form C:**

**Letter of Acceptance**  
[letterhead paper of HFHK]

[date]

To: \_\_\_\_\_  
[name of the Contractor]

\_\_\_\_\_  
[address of the Contractor]

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the [name of the Contract and identification number, as given in the Contract Data] for the Contract Price of (\_\_\_\_\_) [amount in numbers and words] \_\_\_\_\_ [name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by Habitat for Humanity Kenya.

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

\_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Agency \_\_\_\_\_

Attachment: Agreement

Notes on Standard Form of Agreement

The Agreement should incorporate any corrections or modifications to the Bid resulting from price corrections and price adjustment during the evaluation process as provided for in the Instructions to Bidders.

**Standard Form D: Agreement**

**AGREEMENT**

**This Agreement**, made the \_\_\_\_\_ day of \_\_\_\_\_ 2016, between

\_\_\_\_\_

\_\_\_\_\_ [name and address of HFHK] (hereinafter called "HFHK") and \_\_\_\_\_

\_\_\_\_\_ [name and address of Contractor]

(hereinafter called "the Contractor") of the other part.

**Whereas** HFHK is desirous that the Contractor execute \_\_\_\_\_

\_\_\_\_\_ [name and identification number of Contract] (hereinafter called "the Works") and HFHK has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

**Now this Agreement witnesseth** as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by HFHK to the Contractor as hereinafter mentioned, the Contractor hereby covenants with HFHK to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. HFHK hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

The Common Seal of

\_\_\_\_\_

\_\_\_\_\_ was  
hereunto affixed in the presence of:

Signed, Sealed, and Delivered by the  
said \_\_\_\_\_ in the  
presence of:

Binding Signature of HFHK \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

**Standard Form E:**

**Bid Security Form**

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the works]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Purchaser]* (hereinafter called "the Purchaser") in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;

or

2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

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

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

---

*[signature of the bank]*



**Standard Form F:**

**Performance Security Form**

To: *[name of Purchaser]*

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

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

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

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

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

Signature and seal of the Guarantors

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

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

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

## Section 6 SPECIFICATIONS

These Notes for Preparing Specifications are intended only as information for HFHK or the person drafting the bidding documents. They should **not** be included in the final documents.

1. A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of HFHK without qualifying or conditioning their bids. In the context of competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of Bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
2. Samples of specifications from previous similar projects in the same country are useful in this respect. The use of metric units is encouraged by the World Bank. Most specifications are normally written specially by HFHK to suit the Contract Works in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in these documents.
3. There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.
4. Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Borrower's country or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions or Specifications.

**Sample Clause**  
**Equivalency of Standards and Codes**

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to HFHK's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to HFHK at least 28 days prior to the date when the Contractor desires HFHK's consent. In the event HFHK determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

**Section 7**

**DRAWINGS**

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.

## Section 8

## BILL OF QUANTITIES AND TERMS OF REFERENCE (TOR)

These Notes for Preparing a Bill of Quantities are intended only as information for HFHK or the person drafting the bidding documents. They should be included in the final documents.

In lump sum contracts, delete "Bill of Quantities" and replace with "Schedule of Activities" throughout this section.

### Objectives

1. The objectives of the Bill of Quantities are
  - (a) to provide sufficient information on the quantities of Works to be performed to enable bids to be prepared efficiently and accurately; and
  - (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.
2. In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

### Day-work Schedule

3. A Day-work Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by HFHK of the realism of rates quoted by the bidders, the Day-work Schedule should normally comprise the following:
  - (a) A list of the various classes of labour, materials, and Constructional Plant for which basic day-work rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a day-work basis.
  - (b) Nominal quantities for each item of Day-work, to be priced by each Bidder at Day-work rates as Bid. The rate to be entered by the Bidder against each basic Day-work item should include the Contractor's profit, overheads, supervision, and other charges.

### Provisional Sums

4. A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by

avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Contract Data should state the manner in which they will be used, and under whose authority (usually HFHK's).

5. The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors (refer to Clause 8 of the Conditions of Contract) should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by HFHK to select such specialized contractors. To provide an element of competition among the bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

| TOR FOR DRILLING AND EQUIPPING ONE BOREHOLE IN LAIKIPIA COUNTY. |  |
|---|--|
| <b>Project</b>  | <b>WDS-</b> Integrated Water Sanitation, Hygiene (WASH) and Housing support for vulnerable households in Muramati location, Laikipia county, Kenya.  |
| <b>Location</b>   | Laikipia North Sub-County  |
| <b>Expected Participants</b>                                    | <ul style="list-style-type: none"> <li>• Technical teams from Laikipia County, (WASH, Housing, Education &amp; Agriculture)</li> <li>• Muramati Project steering committee</li> <li>• HFHK Staffs</li> </ul> |
| <b>Budget Codes</b>   | <b>PC: KE26006</b><br><b>DBL: 9704-2601-A5</b>   |

### Background and Rationale

Habitat for Humanity Kenya (HFHK) was established in 1982 as a not-for-profit, non-governmental organization with the goal of enabling low-income families access decent and affordable shelter. It is an affiliate of Habitat for Humanity International (HFHI) and is governed by the National Affiliation Agreement of 2019. The organization’s approach has evolved from direct provision of homes to families with access to land, to providing support and capacity building to community level structures as a catalyst for transformation. In the last 40 years, HFHK has supported more than 345,000 families across 9 counties in Kenya through housing micro-finance and direct construction.

Currently, HFHK is operational in Laikipia, Homabay, Kisumu, Tana River, Machakos and Makueni counties under a Strategic Plan (2020-2025) which outlined four programmatic areas, namely: Financing for Owner-led Construction (FOC); Settlement-Based Practice (SBP); Secure Land Tenure (SLT); Disaster Risk Reduction & Response (DR3).

HFH Kenya has implemented WDS funded interventions in Laikipia with impressive results and impact for the target communities. Over the past two funding cycles, the partnership between Habitat for Humanity Kenya (HFHK) and Wolfgang Duerr Stiftung (WDS) has delivered transformative results in Laikipia County, laying a strong foundation for sustainable, community-driven development. Collectively, the projects have benefited **over 3,000 families** through integrated interventions that have enhanced access to safe water, decent shelter, sanitation, livelihoods, and education infrastructure.

Through these initiatives, **957 individuals** were **engaged in savings groups 347** in the first cycle **which grew to 610** in the just concluded second cycle **as a result of 20 additional S.H.G leading to a total of 36 active groups** that now utilize the M-Chama digital platform to manage savings, access microfinance, and grow small enterprises. This digitization has strengthened financial inclusion and transparency at the grassroots level, enabling the groups to collectively mobilize **over EUR 10,000 in savings** and build creditworthiness with local financial institutions.

The partnership’s commitment to capacity development has also yielded measurable results. A total of **20 artisans** were trained and certified through the **Recognition of Prior Learning (RPL)** process, enhancing local construction skills and employability. Additionally, **40 committee members** representing Water User Committees (WUCs), Project Steering Committees (PSCs), and community social mobilizers were trained in leadership, governance, and project management, strengthening local institutions that sustain project gains. The projects also supported **56 youth and women** in Interlocking Stabilized Soil Block (ISSB) entrepreneurship, enabling them to generate income through the production and sale of affordable, environmentally friendly building materials.

WDS’s investment in social and educational infrastructure has equally transformed community wellbeing. **Three new classrooms** were constructed at Naibor Primary School, each fitted with **10,000-liter rainwater harvesting systems**, alongside **two gender-sensitive latrine blocks**, which have directly benefited **306 pupils and 10 teachers** through improved learning conditions and sanitation. Moreover, the installation of **20 computers** and the renovation of the administration block have strengthened the school’s digital learning environment. In the water sector, **over 2,000 individuals** now access safe, reliable water through improved water infrastructure, while

**500 households** (approximately 2,500 people) benefit indirectly from better housing, water, and community infrastructure.

In this 3rd cycle of funding from the WDS, HFHK seeks to expand its WASH and Housing interventions into Muramati Location within Segera Ward, Laikipia County. This is strategically focusing upon aligning HFHK's ongoing strategic programming in Laikipia to ensure saturated impact within the targeted vulnerable population in the wider area beyond already served community, particularly in Naibor, Juakali, Kariunga, and Mukima, where significant HFHK's partnership with WDS donor-supported interventions have transformed lives and strengthened community resilience.

This decision is firmly grounded in data-driven priorities, operational efficiency, and impact optimization. This includes carrying out the needs assessment to inform and channel a scalable pathway of change and to deepen HFHKs impact in Segera Ward. In this regard, through this WASH and Housing program HFHK has prioritized Muramati location, which is geographically adjacent to current HFHK project sites which include Naibor, Kariunga, Juakali, and Mukima, all within Segera Ward. This will enable;

- Efficient cost leverage on existing infrastructure, personnel, and logistics.
- Seamless scale-up of successful models that are already proven in similar communities.
- Programmatic continuity, reinforcing HFHK's long-term saturation strategy before branching into newer, less-integrated locations like Marura.

Building on the proven impact of the previous WDS-supported cycles in Naibor, Kariunga, Juakali, and Mukima, the proposed intervention in Muramati Location represents both a consolidated and a strategic expansion of the integrated WASH and housing model. The successes and lessons from earlier phases have demonstrated that community-driven, multi-sectoral approaches yield long-lasting results when they combine infrastructure delivery with capacity building, governance strengthening, and livelihoods empowerment.

For Habitat for Humanity Kenya (HFHK), the project also represents a strategic opportunity to expand its impact and reach in Laikipia County through deepened collaboration with county structures. It demonstrates community-driven, sustainable solutions for low-income households, aligning with HFHK's mission to address poverty, drought resilience, and health challenges as part of basic services through inclusive partnerships and evidence-based programming.

#### **Activity objectives**

- To procure a consultant/contractor to undertake preliminary work for drilling not limited to all the relevant permits, authorizations and documentation such as ESIA, WRA licenses, HGS reports for 1 borehole, actual borehole drilling and equipping in the designated area and construction of water kiosks.

#### **Scope of Work**

The contractor is expected to undertake the following tasks in two phases.

**Phase one**-Permits and license acquisition/facilitation and Drilling of 1 borehole in Laikipia County.

- Conducting HGS and facilitation of NEMA and WRA licences and approvals as well as any other documentations required to sink a borehole in the designated location within Laikipia County. (No objection from the relevant water utility and the Country Government of Laikipia.)
- Drilling based on the HGS report after acquisition of all the relevant documentations while ensuring quality and standard operating procedure for drilling.

**Phase 2-Borehole equipping. (Once the borehole is recommended for equipping i.e. good quality and quantity)**

- Borehole equipping of the drilled borehole while ensuring adherence to the recommendation of the yield test findings i.e. the recommended yield, recommended pump intake depth, type of the pump etc providing designs and justifications on the pump selection (Pump sizing analysis report).
- Provide borehole system testing report i.e. pump performance. Rising mainline flows, power requirements etc ensuring optimum operation of the system.
- Construction of Water kiosk complete with water draw points

**Expected Deliverables**

*The contractor shall deliver the following outputs for a complete and functional water supply system including borehole drilling, equipping, and water kiosk construction:*

1. Copies of all relevant pre-drilling documentation including licences, permits, and approved Hydrogeological Survey Report.
2. A detailed borehole drilling supervision report clearly indicating drilling logs, total depth, casing design, and geological profile.
3. Borehole Completion Records (BCR) including yield test results, water quality analysis, and recommendations for appropriate submersible pump sizing.
4. Supply, installation, and commissioning of borehole equipment including submersible pump, rising main, control panels, and associated fittings.
5. Construction and complete outfitting of water kiosks including installation of storage tank, pipework, valves, and water outlets/taps.
6. Testing, commissioning, and certification of the entire system to ensure a fully functional, operational, and reliable water supply system.
7. Provision of verified evidence confirming successful borehole development and actual water availability, including sustainable yield from pumping tests, compliant water quality test results, and confirmation that the borehole delivers adequate, reliable, and usable water supply for the intended beneficiaries. The deliverable shall include demonstration of functional water availability and shall not be limited to submission of technical reports only

**Timelines**

| <b>Key Steps</b>  | <b>Tentative Timelines</b> | <b>Deliverables</b>   | <b>Remarks</b>   |
|---|----------------------------|---|--|
| 1. Phase 1- pre-drilling tasks i.e. permits and licences request and Drilling works of one borehole | June – August, 2026        | HGS report, Licences and approvals<br>Drilling report   | Findings to determine the next implementation phase i.e. equipping |
| Borehole Equipping and reticulation works to the selected sites                                     | July to September 2026     | Oversee pump equipping, and determination of power requirements (Solar), storage requirements and reticulation works. | Equipping with the right/recommended pump and its accessories.     |

|  |                          |   |  |
|--|--------------------------|---|--|
| 3. Construction of Water Kiosk and installation of 10,000L tanks with water taps | August to September 2026 | Water kiosk constructed and functioning | Water Kiosk has to be functional with three water points and option for additional water points. |
|--|--------------------------|---|--|

**QUALIFICATIONS AND EXPERIENCE OF THE CONTRACTING TEAM**

The Contractor shall demonstrate proven experience in hydrogeological surveys (HGS), NEMA compliance processes, borehole drilling, rehabilitation, test pumping, borehole equipping, and construction of associated WASH infrastructure.

The Contractor shall:

- Have experience in HGS studies and preparation of NEMA Environmental Project Reports (EPR).
- Demonstrate experience in borehole drilling, test pumping, water quality testing, and equipping works.
- Have experience in construction of water supply systems including pipelines, water kiosks, tanks, and solar pumping systems.
- Provide qualified technical personnel including a Hydrogeologist and site supervision team.
- Demonstrate knowledge of WRA, NEMA, OSHA, and other relevant Kenyan regulatory requirements.
- Provide evidence of successfully completed similar projects within the last five (5) years.

| <b>TOR FOR DRILLING AND EQUIPPING OF ONE BOREHOLE IN LAIKIPIA COUNTY.</b> |  |
|---|--|
| <b>Project</b>  | <b>WDS-</b> Integrated Water Sanitation, Hygiene (WASH) and Housing support for vulnerable households in Muramati location, Laikipia county, Kenya.  |
| <b>Location</b>   | Laikipia North Sub-County  |
| <b>Expected Participants</b>  | <ul style="list-style-type: none"> <li>• Technical teams from Laikipia County, (WASH, Housing, Education &amp; Agriculture)</li> <li>• Muramati Project steering committee</li> <li>• HFHK Staffs</li> </ul> |
| <b>Budget Codes</b>   | <b>PC: KE26006</b><br><b>DBL: 9704-2601-A5</b>   |

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The partnership’s commitment to capacity development has also yielded measurable results. A total of **20 artisans** were trained and certified through the **Recognition of Prior Learning (RPL)** process, enhancing local construction skills and employability. Additionally, **40 committee members** representing Water User Committees (WUCs), Project Steering Committees (PSCs), and community social mobilizers were trained in leadership, governance, and project management, strengthening local institutions that sustain project gains. The projects also supported **56 youth and women** in Interlocking Stabilized Soil Block (ISSB)

entrepreneurship, enabling them to generate income through the production and sale of affordable, environmentally friendly building materials.

WDS's investment in social and educational infrastructure has equally transformed community wellbeing. **Three new classrooms** were constructed at Naibor Primary School, each fitted with **10,000-liter rainwater harvesting systems**, alongside **two gender-sensitive latrine blocks**, which have directly benefited **306 pupils** and **10 teachers** through improved learning conditions and sanitation. Moreover, the installation of **20 computers** and the renovation of the administration block have strengthened the school's digital learning environment. In the water sector, **over 2,000 individuals** now access safe, reliable water through improved water infrastructure, while **500 households** (approximately 2,500 people) benefit indirectly from better housing, water, and community infrastructure.

In this 3rd cycle of funding from the WDS, HFHK seeks to expand its WASH and Housing interventions into Muramati Location within Segera Ward, Laikipia County. This is strategically focusing upon aligning HFHK's ongoing strategic programming in Laikipia to ensure saturated impact within the targeted vulnerable population in the wider area beyond already served community, particularly in Naibor, Juakali, Kariunga, and Mukima, where significant HFHK's partnership with WDS donor-supported interventions have transformed lives and strengthened community resilience.

This decision is firmly grounded in data-driven priorities, operational efficiency, and impact optimization. This includes carrying out the needs assessment to inform and channel a scalable pathway of change and to deepen HFHKs impact in Segera Ward. In this regard, through this WASH and Housing program HFHK has prioritized Muramati location, which is geographically adjacent to current HFHK project sites which include Naibor, Kariunga, Juakali, and Mukima, all within Segera Ward. This will enable;

- Efficient cost leverage on existing infrastructure, personnel, and logistics.
- Seamless scale-up of successful models that are already proven in similar communities.
- Programmatic continuity, reinforcing HFHK's long-term saturation strategy before branching into newer, less-integrated locations like Marura.

Building on the proven impact of the previous WDS-supported cycles in Naibor, Kariunga, Juakali, and Mukima, the proposed intervention in Muramati Location represents both a consolidated and a strategic expansion of the integrated WASH and housing model. The successes and lessons from earlier phases have demonstrated that community-driven, multi-sectoral approaches yield long-lasting results when they combine infrastructure delivery with capacity building, governance strengthening, and livelihoods empowerment.

For Habitat for Humanity Kenya (HFHK), the project also represents a strategic opportunity to expand its impact and reach in Laikipia County through deepened collaboration with county structures. It demonstrates community-driven, sustainable solutions for low-income

households, aligning with HFHK's mission to address poverty, drought resilience, and health challenges as part of basic services through inclusive partnerships and evidence-based programming.

### **Activity objectives**

- To procure a consultant/contractor to undertake preliminary work for drilling not limited to all the relevant permits, authorizations and documentation such as ESIA, WRA licenses, HGS reports for 1 borehole, actual borehole drilling and equipping in the designated area and construction of water kiosks.

### **Scope of Work**

The contractor is expected to undertake the following tasks in two phases.

Phase one-Permits and license acquisition/facilitation and Drilling of 1 borehole in Laikipia County.

- Conducting HGS and facilitation of NEMA and WRA licences and approvals as well as any other documentations required to sink a borehole in the designated location within Laikipia County. (No objection from the relevant water utility and the Country Government of Laikipia.)
- Drilling based on the HGS report after acquisition of all the relevant documentations while ensuring quality and standard operating procedure for drilling.

### **Phase 2-Borehole equipping. (Once the borehole is recommended for equipping i.e. good quality and quantity)**

- Borehole equipping of the drilled borehole while ensuring adherence to the recommendation of the yield test findings i.e. the recommended yield, recommended pump intake depth, type of the pump etc providing designs and justifications on the pump selection (Pump sizing analysis report).
- Provide borehole system testing report i.e. pump performance. Rising mainline flows, power requirements etc ensuring optimum operation of the system.
- Construction of Water kiosk complete with water draw points

### **Expected Deliverables**

*The contractor shall deliver the following outputs for a complete and functional water supply system including borehole drilling, equipping, and water kiosk construction:*

1. Copies of all relevant pre-drilling documentation including licences, permits, and approved Hydrogeological Survey Report.
2. A detailed borehole drilling supervision report clearly indicating drilling logs, total depth, casing design, and geological profile.
3. Borehole Completion Records (BCR) including yield test results, water quality analysis, and recommendations for appropriate submersible pump sizing.
4. Supply, installation, and commissioning of borehole equipment including submersible pump, rising main, control panels, and associated fittings.

5. Construction and complete outfitting of water kiosks including installation of storage tank, pipework, valves, and water outlets/taps.
6. Testing, commissioning, and certification of the entire system to ensure a fully functional, operational, and reliable water supply system.
7. Provision of verified evidence confirming successful borehole development and actual water availability, including sustainable yield from pumping tests, compliant water quality test results, and confirmation that the borehole delivers adequate, reliable, and usable water supply for the intended beneficiaries. The deliverable shall include demonstration of functional water availability and shall not be limited to submission of technical reports only

### Timelines

| Key Steps   | Tentative Timelines      | Deliverables  | Remarks  |
|---|--------------------------|---|--|
| 1. Phase 1- pre-drilling tasks i.e. permits and licences request and Drilling works of one borehole | June – August, 2026      | HGS report, Licences and approvals<br>Drilling report   | Findings to determine the next implementation phase i.e. equipping                               |
| Borehole Equipping and reticulation works to the selected sites                                     | July to September 2026   | Oversee pump equipping, and determination of power requirements (Solar), storage requirements and reticulation works. | Equipping with the right/recommended pump and its accessories.                                   |
| 3. Construction of Water Kiosk and installation of 10,000L tanks with water taps                    | August to September 2026 | Water kiosk constructed and functioning   | Water Kiosk has to be functional with three water points and option for additional water points. |

### QUALIFICATIONS AND EXPERIENCE OF THE CONTRACTING TEAM

The Contractor shall demonstrate proven experience in hydrogeological surveys (HGS), NEMA compliance processes, borehole drilling, rehabilitation, test pumping, borehole equipping, and construction of associated WASH infrastructure.

The Contractor shall:

- Have experience in HGS studies and preparation of NEMA Environmental Project Reports (EPR).
- Demonstrate experience in borehole drilling, test pumping, water quality testing, and equipping works.
- Have experience in construction of water supply systems including pipelines, water kiosks, tanks, and solar pumping systems.

- Provide qualified technical personnel including a Hydrogeologist and site supervision team.
- Demonstrate knowledge of WRA, NEMA, OSHA, and other relevant Kenyan regulatory requirements.
- Provide evidence of successfully completed similar projects within the last five (5) years.

## EVALUATION CRITERIA

The technical and financial proposals of the candidates will be evaluated using the following matrix:

Bids were subjected to one stage of evaluation, namely:

1. Stage 1: Preliminary evaluation.
2. Stage 2: Technical evaluation
3. Stage 3: Financial evaluation

| Step | PRELIMINARY  | Maximal Point | Percentage Weight (%) |
|------|--|---------------|-----------------------|
|      | <p><i>These are mandatory documents to be attached to the tender dossier. Absence of any of these documents will lead to the Consulting firm being disqualified and will not be considered for the next stage of evaluation.</i></p> <ol style="list-style-type: none"> <li>1. Provide documentary evidence of the company's Certificate of Incorporation</li> <li>2. Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up to the date of tender opening.</li> <li>3. Provide copy of updated CR 12 form uploaded during the tendering period</li> <li>4. Provide documentary evidence of the Company's valid registration by National Construction Authority as a water Works Contractor Category NCA 6 and above</li> </ol> | Yes/No        |                       |

| Step | TECHNICAL PROPOSAL   | Maximal Point | Percentage Weight (%) |
|------|--|---------------|-----------------------|
|      |  |               | 70%                   |
|      | <b>A. EDUCATION</b>  | 10            |                       |
|      | The Lead Consultant must have at least a Degree in Engineering /Hydrologist/Civil/Biosystems and any other relevant degree – Attach Academic Certificate.<br>(10 Marks for attached academic certificate)  |               |                       |
|      | <b>B. STAFF</b>  | 20            |                       |
|      | Managerial and Key Personnel Competency Profiles Suitability/adequacy for the assignment:<br>• Provide profile details of two (2) technical staff to be assigned the project for provision of these services if awarded the contract.<br>Include their general experience and roles under this project, level of education and training, experience in comparable assignments. (attach CV's, certified professional certificates and/or practicing certificate):<br>10 marks technical personnel (5 marks for CV and 5 marks for practicing certificate)<br>10 marks Supervisory personnel (5 marks for CV and 5 marks for practicing certificate) |               |                       |
|      | <b>C. SPECIFIC EXPERIENCE</b>  | 40            |                       |
|      | Provide evidence of Similar Works:<br>Experience as a Contractor in borehole drilling and equipping of a similar nature and size completed within the last three (3) years that have been successfully and substantially completed, Present in the format below and attach four (3) service confirmation certificates.<br>(10Marks for each service confirmation certificate).<br>Experience in similar works in the past more than 3 years of similar nature and size with evidence of completion certificate (each 5 marks for each service confirmation certificate)<br>(30marks)   |               |                       |
|      | <b>E. METHODOLOGY AND WORK PLAN</b>  | 30            |                       |

|  |   |    |     |
|--|---|----|-----|
|  | <p>Methodology<br/>Understanding the objectives and scope of assignment (10 marks)<br/>Demonstrate understanding on how to execute all the tasks as outlined in the two phases (10 marks)</p> <p>Work Plan<br/>The proposed timelines to conduct and complete the consultancy are in line with the TOR, check if the timelines are reasonably allocated to allow completeness of the assignment and the logical flow of tasks - 10 points</p>   |    |     |
|  | <p>HIGHEST SCORE FOR THE TECHNICAL EVALUATION (100 *70%)</p>  | 70 |     |
|  | <p>FINANCIAL PROPOSAL</p>   |    | 30% |
|  | <p>CRITERIA FOR THE EVALUATION OF FINANCIAL PROPOSAL</p> <p>The maximum number of points will be awarded with the lowest financial proposal. All other proposals will receive points in proportion to the following formula:<br/> <math>P = y (\mu / z)</math><br/> Or:<br/> p = Rating of the evaluated financial proposal<br/> y = maximum number of points awarded to the financial offer<br/> <math>\mu</math> = amount of the lowest bid<br/> z = amount of the evaluated proposal</p> |    |     |

| <b>GRAND SUMMARY</b> |                       |                     |
|----------------------|-----------------------|---------------------|
|                      | <b>DESCRIPTION</b>    | <b>AMOUNT (Kes)</b> |
| 1                    | Borehole and equiping |                     |
|                      |                       |                     |
| 2                    | Water Kiosk           |                     |
|                      |                       |                     |
| 3                    | Grand Total           |                     |
|                      |                       |                     |

**BILL OF QUANTITIES FOR FEASIBILITY ASSESSMENT, ACQUISITION OF PERMITS,  
DRILLING AND EQUIPPING WITH SOLAR OF ONE (1) BOREHOLE AT MURAMATI  
COMMUNITY, LAIKIPIA COUNTY**

| <b>PHASE 1. DRILLING PRELIMINARIES, BOREHOLE DRILLING, DEVELOPMENT, CONSTRUCTION AND TEST PUMPING</b>                    |  |             |            |                    |                            |
|--|--|-------------|------------|--------------------|----------------------------|
| <b>ITEM No.</b>  | <b>DESCRIPTION</b>   | <b>UNIT</b> | <b>QTY</b> | <b>RATE (KShs)</b> | <b>TOTAL AMOUNT (KShs)</b> |
| 1a   | Provision for drilling preliminary activities, including acquisition and processing of all statutory approvals, specifically the Water Resources Authority (WRA) drilling permit, NEMA licence and County approval required for borehole drilling and equipping works.   | Sum         | 1          |                    |                            |
| 1b   | Conduct confirmatory Hydrogeological Survey (HGS) including verification of the proposed drilling point (VES), and undertake Environmental Impact Assessment (EIA) with preparation of reports required, submission and acquisition of WRA and NEMA licences.  | Sum         | 1          |                    |                            |
| 2  | Mobilization/Demobilization of drilling unit, equipment, materials, personnel and all other required supplies.   | Sum         | 1          |                    |                            |
| 3  | Rotary Drilling of 203mm (8") diameter borehole through all types of strata taking any remedial measures to overcome caving in, or over drilling to accommodate sloughed material and keeping proper drilling records from: <b>(THIS IS PROVISIONAL, final depth will be based on HGS-Drilling specifications)</b>   |             |            |                    |                            |
| 3a   | • 0 - 100m below surface.  | m           | 100        |                    |                            |
| 3b   | • 100 - 220m   | m           | 120        |                    |                            |
|  | Final drilling depth is <b>PROVISIONAL</b> , actual depth to be determined by the site's geological formation, the depth of good water strikes and recommendations by the Supervising Hydrogeologist.  |             |            |                    |                            |
| 4  | Supply and installation of 152mm (6") diameter plain black steel casings 4.8mm gauge.  | m           | 154        |                    |                            |
| 5  | Supply and installation of 152mm (6") diameter machine-cut black steel screen casings 4.8mm gauge.   | m           | 66         |                    |                            |
| 6  | Supply and installation of 2mm to 4mm well-rounded gravel filter pack.   | Ton         | 8          |                    |                            |
| 7  | Allow for standby time   | Hr          | 5          |                    |                            |
| 8a   | Allow for reaming, boring, supply and installation permanent surface casings on request by the Supervising Hydrogeologist.   | m           | 12         |                    |                            |
| 8b   | Allow for the removal of the above temporary casings.  | m           | 12         |                    |                            |
| 9  | Development works. (Untill there is no grit in the water)  | Hr          | 3          |                    |                            |
| 10   | Test pumping with 30kW motor and the appropriate pump to ascertain borehole yield for at least 24 hours including installation and withdrawal of pumping unit.   | Hr          | 24         |                    |                            |
| 11   | Recovery measurements.   | Hr          | 3          |                    |                            |
| 12   | Construction of mass concrete plinth around well head of 1.5 x 1.5 x 0.5 m. (Normal borehole slab).  | No          | 1          |                    |                            |
| 13   | Borehole capping. A borehole well cap to be securely fitted to the 6inch/152mm casing.   | No          | 1          |                    |                            |
| 15   | Full water quality analysis (Physical, Chemical and Microbial), drilling logs, charts, test pumping and detailed final borehole completion report.   | Sum         | 1          |                    |                            |
|  | <b>Total Phase 1</b>   |             |            |                    |                            |
| <b>PHASE 2. BOREHOLE EQUIPPING, TESTING AND COMMISSIONING (THIS IS PROVISIONAL SUBJECT TO THE TEST-PUMPING FINDINGS)</b> |  |             |            |                    |                            |
| <b>ITEM No.</b>  | <b>DESCRIPTION</b>   | <b>UNIT</b> | <b>QTY</b> | <b>RATE (KShs)</b> | <b>TOTAL AMOUNT (KShs)</b> |
| 1  | a) Supply and installation of appropriate solar submersible pump with all accessories capable of pumping 6m <sup>3</sup> /Hour with pump setting (PID) 180m below ground level. The Submersible pump specifications recommended is <b>PROVISIONAL</b> subject to test pumping findings and approval of the recommended pumping system by the client.(A GRUNDFOS pump and motor preferred).   | Sum         | 1          |                    |                            |
|  | b) Installation of riser pipes (standard UPVC-3m) and related fittings for 180m pump setting, PVC airline pipes, flat electric power cable (Submersible) and armoured, water flow meter, non-return valve and all related installation sundries following approval by the client. Esnure connection to Overhead water tank.  | Sum         | 1          |                    |                            |
|  | c) Sizing, design, supply, installation, and commissioning of a solar-powered pumping system (Submersible pump with power source) based on test pumping results, including appropriately sized monocrystalline PV modules (approximately 10 kWp) with appropriate tilt angle of 5-15°, mounted on a 4 m (highest end) and 3m (lowest end) galvanized steel structure with concrete foundations. The works shall include a compatible vandalproof, waterproof and well ventilated pump control unit with all protections, complete earthing and lightning protection, well probe, cabling, a portable foldable aluminium ladder - 5m long and all accessories necessary for safe and efficient operation, including provision for remote monitoring as approved by the Client/Engineer. |             |            |                    |                            |
|  | Allow for testing and Commissioning of the system  | Sum         | 1          |                    |                            |
|  | <b>Total Phase 2</b>   |             |            |                    |                            |
|  | <b>GRAND TOTAL</b>   |             |            |                    |                            |
|  | <b>ADD 16% VAT</b>   |             | 16%        |                    |                            |
|  | <b>GRAND TOTALfor Drilling and Equipping INCLUSIVE OF 16% VAT</b>  |             |            |                    |                            |

| TENTATIVE BILLS OF QUANTITIES FOR THE DEVELOPMENT OF MURAMATI WATER KIOSKS                                |   |                |    |  |   |
|---|---|----------------|----|--|---|
| <b>PIPELINE DISTRIBUTION</b>  |   |                |    |  |   |
| A   | General trench excavation in open ground, refill, ram and dispose. Depth not less than 0.6m and 350mm wide.   | LM             | 10 |  |   |
| B   | General trench excavation in hard rock, refill, ram and dispose. Depth not less than 0.6m and 350mm wide.   | LM             | 10 |  |   |
| <b>SUPPLY OF HDPE PIPES AND LAYING IN TRENCHES. THE COST INCLUDE THE JOINERY (MANDATORY BUTT FUSION)</b>  |   |                |    |  |   |
| A   | HDPE 50mm dia. PN10 include for jointing (Mandatory Butt fusion/welding)  | M              | 7  |  |   |
| <b>FITTINGS AND VALVES</b>  |   |                |    |  |   |
| A   | Single Acting Airvalve 50mm complete with fittings  | No.            | 1  |  |   |
| B   | 50mm Equal Tee  | No.            | 3  |  |   |
| C   | Construct 1200mm x 1200mm x 1000mm standard valve chamber with locable cover  | No.            | 1  |  |   |
| D   | Allow for minor fittings  | LS             | 1  |  |   |
| E   | Peglar (England) Gate valves 2" complete with fittings  | No.            | 1  |  |   |
| F   | Peglar (England) Gate valves 1 1/2" complete with fittings  | No.            | 3  |  |   |
| <b>TOTAL COST FOR PIPELINE DISTRIBUTION</b>   |   |                |    |  | - |
| <b>ESTIMATES FOR 1 NO. WATER KIOSK (OF UPTO 2.6M BY 2.6M AND UPTO 1 FOOT ABOVE THE GROUND LEVEL) WITH</b> |   |                |    |  |   |
| <b>1.00</b>   | <b>Excavations</b>  |                |    |  |   |
| A   | General excavation to remove top soil to an average depth of 250mm  | m <sup>2</sup> | 17 |  | - |
| B   | Excavation for column footing depth to a minimum depth 1200mm   | m <sup>3</sup> | 6  |  | - |
| C   | Excavation for front area depth not exceeding 250mm   | m <sup>3</sup> | 5  |  | - |
| D   | Cart away surplus excavated material & deposit at recommended area  | m <sup>3</sup> | 3  |  | - |
| E   | Polythene DPM (1000 gauge under slab)   | m <sup>2</sup> | 11 |  | - |
| F   | Murram blinding layer (50mm thick under slab) Include termite treatment   | M2             | 11 |  | - |
| G   | 300mm thick approved hard-core, well compacted in layers not exceeding 150mm and blinded using 50mm murrum/quarry dust.   | m <sup>2</sup> | 11 |  | - |
| <b>2</b>  | <b>Masonry Work</b>   |                |    |  |   |
| A   | 150 x 225 X 450mm natural stone to walls to superstructures walling in 1:3 sand/cement mortar finished with steel finished on one side. Rate to included mild all reinforcement at every course | m <sup>2</sup> | 16 |  | - |
| B   | 150 x 225 X 450 natural stone to walls to Substructures walling in 1:3 sand/cement mortar. Rate to included mild all reinforcement at every course  | m <sup>2</sup> | 18 |  | - |
| C   | 150mm wide DPM to walls   | m              | 12 |  | - |
| <b>3</b>  | <b>Concrete Work</b>  |                |    |  |   |
| A   | Concrete grade 15/20 - 400 mm thick Plinth  | m <sup>3</sup> | 0  |  | - |
| B   | Concrete grade 15/20 - 100mm thick slanting front area  | m <sup>3</sup> | 1  |  | - |
| C   | Reinforced concrete grade 25/20 - 125mm thick floor slab  | m <sup>3</sup> | 1  |  | - |
| D   | Reinforced concrete grade 25/20 - 450 X 250mm footing   | m <sup>3</sup> | 1  |  | - |
| E   | Reinforced concrete grade 25/20 - 1050 X 1050* 300mm column footing   | m <sup>3</sup> | 1  |  | - |
| F   | Reinforced concrete grade 25/20 - 300 X 200mm columns   | m <sup>3</sup> | 1  |  | - |

|          |   |                |     |  |   |
|----------|---|----------------|-----|--|---|
|          | Reinforced concrete grade 25/20 - 450 X 300mm Ground and roof beams   | m <sup>3</sup> | 3   |  | - |
| G        | Reinforced concrete grade 25/20 in roof slab, including provision and placement of reinforcement steel bars strictly in accordance with structural drawings, complete with all formwork, mixing, placing, compaction, curing, and finishing.                | m <sup>3</sup> | 1   |  | - |
| <b>4</b> | <b>Concrete Ancillaries</b>   |                |     |  | - |
| A        | Provide, cut and fix in position sawn timber formwork and probs or equivalent for all concrete works  | LS             | 1   |  | - |
| <b>5</b> | <b>Reinforcement: Steel reinforcement cut, bend &amp; placed in position, unit price to include cutting, bending &amp; placing in position with binding wire and concrete seats</b>   |                |     |  | - |
| A        | a) Mesh 142 mild steel reinforcement mesh (0.40kg/m <sup>2</sup> ) in foundation wall   | m <sup>2</sup> | 15  |  | - |
| B        | b) 10mm diameter high tensile steel (0.62kg/m <sup>2</sup> ) in foundation wall   | m              | 45  |  | - |
| C        | a) 8mm diameter mild steel (0.40kg/m) in foundation wall  | m              | 130 |  | - |
| D        | b) 12mm diameter high tensile steel in roof slab  | m              | 196 |  | - |
| E        | c) 8mm diameter mild steel (0.40kg/m) in roof slab  | m              | 110 |  | - |
| F        | d) 10mm diameter high tensile steel (0.89kg/m) in column footing  | m              | 45  |  | - |
| G        | e) 12mm diameter high tensile steel (0.89kg/m) in columns   | m              | 40  |  | - |
| H        | f) 10 mm diameter mild steel (0.40kg/m) in columns  | m              | 35  |  | - |
| <b>6</b> | <b>Fittings and Fixtures</b>  |                |     |  | - |
| A        | 2000 X 1000 steel door including locks and hinges to details  | No             | 1   |  | - |
| B        | 1000 X 1000 steel swing window including locks and hinges to details  | No             | 1   |  | - |
| <b>7</b> | <b>Pipes and Fittings: All pipes to be Galvanised Iron with Screw with adequate jute hemp thread for fixation of fittings</b>   |                |     |  | - |
| A        | 50mm to 25mm reducing bush  | No.            | 1   |  | - |
| B        | 25mm inlet pipe   | m              | 18  |  | - |
| C        | 25mm dia. Elbows  | No.            | 4   |  | - |
| D        | 75mm dia. Valve sockets   | No.            | 2   |  | - |
| E        | 25mm dia. Gate Valve as Peglar  | No.            | 2   |  | - |
| F        | 25 X 25 mm/Equal Reducing Tee   | No.            | 5   |  | - |
| G        | 25mm end plug   | No.            | 1   |  | - |
| I        | 25mm long thread nipple   | No.            | 2   |  | - |
| J        | 25mm union  | No.            | 4   |  | - |
| K        | 25mm short nipple   | No.            | 11  |  | - |
| L        | 25mm heavy duty Globe Valve   | No.            | 3   |  | - |
| M        | 25mm Peglar Water Meter   |                |     |  |   |
| N        | Provide, install, and connect three (3) water outlets (taps) for public water drawing; complete with all associated pipework, fittings, valves, and accessories; connected to the main 10,000L tank on kiosk roof — fully operational and leak-free system. | No.            | 3   |  | - |
| <b>8</b> | <b>Finishes</b>   |                |     |  | - |
| A        | Pointing to all External wall surfaces with cement sand mortar 1:2  | m <sup>2</sup> | 16  |  | - |
| B        | Apply plastering to lintel surfaces   | m <sup>2</sup> | 1   |  | - |
| C        | Apply plastering to all internal wall faces   | m <sup>2</sup> | 16  |  | - |
| D        | Provide three coats of gloss paint to all plastered wall faces  | m <sup>2</sup> | 16  |  | - |
| E        | Provide 3 coats of bituminous or water proof paint to all exposed concreted faces   | m <sup>2</sup> | 1   |  | - |
| <b>9</b> | <b>Drainage</b>   |                |     |  | - |
| A        | Excavate for 1200mm diameter X 2000mm soak pit as detailed  | No.            | 1   |  | - |
| B        | 4" X 8" X 18" lining block to the site of the catch pit   | m              | 2   |  | - |
| C        | 100mm thick mass concrete grade 15/20 for catch pit base slab and cover   | m <sup>2</sup> | 1   |  | - |
| D        | 100mm thick mass concrete grade 15/20 to the soak pit cover slab  | m <sup>3</sup> | 1   |  | - |
| E        | Provide 150mm perforated waste pipe to soak pit   | No             | 2   |  | - |

|  |  |                |            |  |                         |
|--|--|----------------|------------|--|-------------------------|
| F  | Graded approved free draining hard-core/rubble stone filling the soak pit  | m <sup>3</sup> | 2          |  | -                       |
| I0   | <b>Storage</b>   |                |            |  | -                       |
| A  | Allow for supply, delivery, installation, and commissioning of 10,000L double-layer foodgrade polyethylene water (ROTO is highly preferred) tank on kiosk roof slab; incl. all pipework & fittings (inlet, outlet, overflow, washout), valves + float/ball valve and float switch; complete plumbing & connection to distribution system incl. taps/outlets — fully functional & leak-free system. The tank to be covered under shade made from steel structure covered with Box profile iron sheets | No.            | 1          |  | -                       |
| <b>TOTAL COST FOR PROPOSED WATER KIOSKS</b>  |  |                |            |  | -                       |
| <b>COLLECTION SUMMARY</b>                    |  |                |            |  |                         |
| SN   | <b>COMPONENT</b>   | <b>Unit</b>    | <b>Qty</b> |  | <b>Corrected Amount</b> |
| 3  | 16% VAT  |                |            |  | -                       |
| <b>GRAND TOTAL PIPELINE AND WATER KIOSKS</b> |  |                |            |  | -                       |

**NB, Take note that the Shade is not included in the drawings**



**NOTES:**

1. All dimensions are in mm unless otherwise specified.
2. Dimensions to be read, not scaled.
3. Contractor to check and verify all dimensions on site before commencement of any works.

**CONSTRUCTION**

1. All slabs at ground level to be poured over 1000 gauge polythene sheeting on 50 mm thick murrum blinding layer which on 300 hardcore fill.
2. All soil under slabs and all around external foundations to be treated against termites.

**STRUCTURE**

1. All black cotton soil to be removed from below all building and paved surfaces.
2. All soil under slabs and all around external foundations to be treated against termites.
3. Building to be clear of black cotton soil within 3m outside the perimeter wall.
4. For all R.C works refer to structural drawings.
5. Depth of foundation to be determined on the site by structural Engineers Approval.

**MISCELLANEOUS**

1. All plumbing and drainage to comply with local authority regulations.
2. All service ducts to be accessible from all floors.

3. SVP denotes soil vent pipe to be provided at the head of the drainage.
4. TV permanent ventilations to be provided on all doors and windows except bathroom and water closet doors.
5. All underground foul and waste drain pipes shall be up to comply with BS 5255.
6. All inspection chamber covers and framing shall be cast iron to comply with BS 497 table 2, grade A.
7. The storm drain pipe to comply with BS 536 minimum slope in the drain pipes in 1%.
8. All nesting of pipes must be done before plastering.

| prefix | description | date |
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REGISTERED ENGINEERS  
**HFHK /BMZ**  
**COUNTY GOVERNMENT**

PROJECT TITLE: [REDACTED]

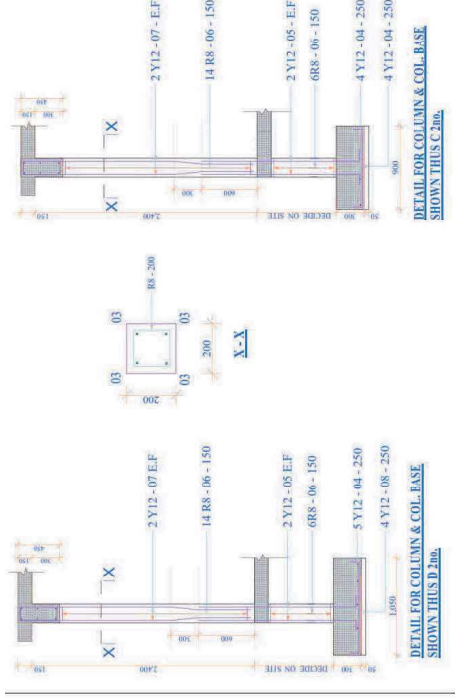
DRAWING TITLE: **WORKING DRAWINGS**

Date: 25th January 2024

Scale: As shown

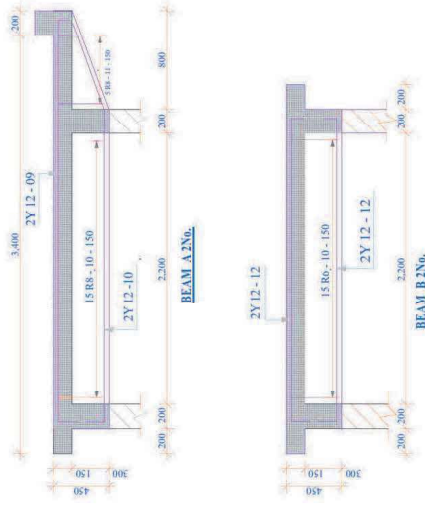
Drawn By: C.M.

Checked By: C.M.



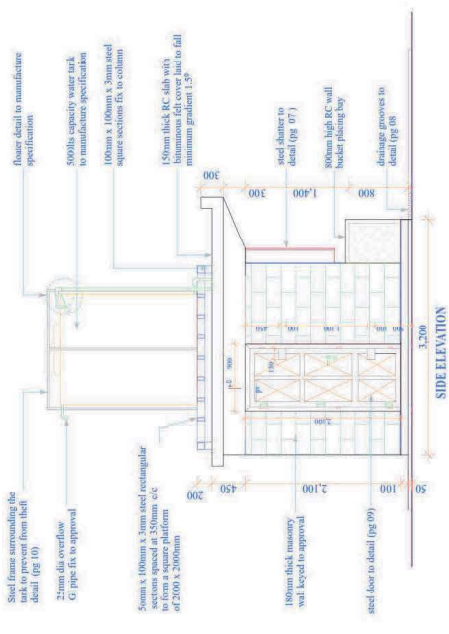
COLUMN DETAILS

1:1



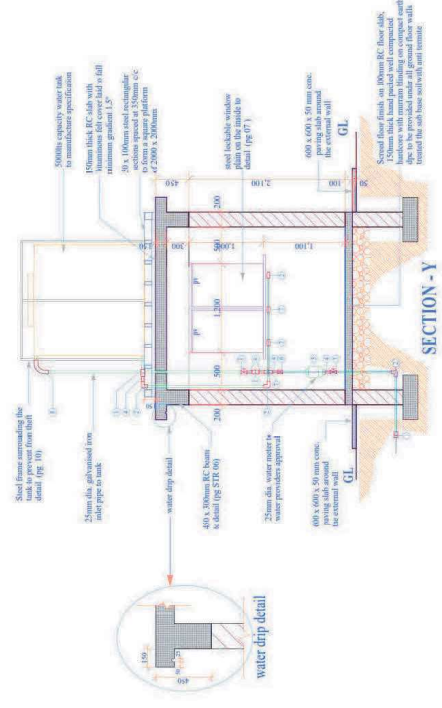
BEAM DETAIL

1:1



SIDE ELEVATION 001

1:1



SECTION Y-Y

1:1