



HABITAT FOR HUMANITY KENYA

INVITATION TO BID

**TENDERING DOCUMENTS FOR
THE COMPETITIVE TENDERING OF
CONSTRUCTION WORKS**

Tender Reference Number	Tender Description	Quantity
HFHK/FOS/001/05/2026	Contractual service for the phased rehabilitation of Nyasao Community water Project in Ndhiwa, Homabay County. i. Phase 1 – Flushing, Camera inspection, water quality analysis and reporting) ii. Phase 2 – Above findings to inform Equipping and rehabilitation works (borehole, water storage tank and reticulation system), testing and commissioning	Lot 1
HFHK/FOS/002/05/2026	Contractual services for the complete rehabilitation of 6 wells (2 deep wells and 4 shallow wells) in Ndhiwa, Homabay County based on the technical assessment and conducted and recommendations by the County Water Department	Lot 2

The tenders are proposed to be issued in two (2) separate lots, as outlined above, with only one (1) lot to be awarded to a single contractor. Both Lots cannot be awarded to the same contractor.

Line	Item	Time, date, address as appropriate
1	Tender published	05/05/2026
2	Closing date for clarifications	18/05/2026 1700hrs EAT
3	Site visit	Tenderers to make private arrangements at own convenience for the Mandatory site visit as follows 1. Site visit to Nyasao Community Water Project Date: May 12, 2026 Time: 10 a.m Location: Ndhiwa, Homabay County Meeting Venue: Deputy County Commissioner's Office grounds 2. Site visit to the 6 wells Date: May 13 and 14, 2026. Time: 9a.m. Location: Ndhiwa, Homabay County Meeting venue: Kobodo Police Station.

		<p>Contact Person: Tabitha Joy Tel: 0748244072 GPS Coordinates: Nyasao Bh - 0.711272S, 34.278339E Kuja 1 Water Project - 0.7748S,34.3826E Kanyoloo Community Water Project - 0.6912S,34.4848E Ober Sangla water point - 0.770186S,34.434529E Koloo Community Water Project - 0.7678S,34.3205E Kosewe Ward borehole - 0.7694S, 34.4095E Kawuor Nyamila Community Water Project - 0.6339S,34.3862E</p>
4	Closing date and time for receipt of tenders	18/05/2026 1700hrs EAT
5	All clarifications arising from this process will be posted on the link provided below.	Foster Foundation Tender Clarification
6	Tender Opening Date and time	<p>Organization: Habitat for Humanity Kenya Date: 19th May 2026 Time: 02 p.m 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.
- 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.
- 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 Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the project Sites for the excavated water pans and the existing tank to be replaced 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.
- 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. 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: [Foster Foundation 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.
- 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.

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

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.

a. Stage 1: Preliminary Bid Responsiveness Assessment

This will involve assessing whether bidders for work have complied with submission requirements and have also attached certified copies of mandatory eligibility and statutory documents. Evaluation at this stage will be conducted on Yes/No, and bidders are expected to show evidence of ALL required items to proceed to the next stage of evaluation

- a) Copy of Business certificate of Incorporation/Registration
- b) KRA Pin certificate and tax compliance
- c) Tender security from a reputable bank or insurance Company approved by IRA amounting as indicated in the tender data sheet.
- d) Valid current Tax Compliance certificate from Kenya Revenue Authority
- e) Latest CR12 within 6 months
- f) Valid National Construction Authority NCA 6 registrations as Water works and Building works contractor from Class 1 - 6
- g) Certificate of registration with the MWS&I as water development contractor
- h) Valid NCA practicing license for water works and building works from Classes 1 - 6
- i) Valid Solar PV Energy technician and Solar PV Systems Contractor licenses with EPRA
- j) Valid Business permit/trade license
- k) Registration certificate with Engineers Board of Kenya (EBK) for Graduate Engineers and Kenya Engineering Technology Registration Board (KETRB) for Engineering Technicians/Technologists

- l) Dully filled, signed and stamped standard form B – Qualification information (past experiences, contractor equipment etc.
- m) Construction Schedule or workplan (No specific format provided)
- n) Dully filled, signed and stamped standard form E – Bid security form
- o) Annex A – supplier profile and registration form (filled, stamped and signed)
- p) Annex B- HFHK Conflict of Interest Policy (filled, stamped and signed)
- q) Annex C-HFHK Safeguarding Policy (filled, stamped and signed)
- r) Audited Accounts for the last three years. 2023 - 2025

Bidders who will not show evidence of all required items will not proceed to the next stage of technical evaluation

b. Stage 2: Technical Evaluation Stage

Bids will be evaluated to ensure that they are substantially responsive to the technical specifications and contract conditions stated in the Tender Document.

Bidding documents under this evaluation will be scored against the following criteria

Scoring Criteria			Bidders Score
Item	Requirements	Maximum Possible Points	
1	Annual volume of relevant water project construction works during the past three years and above Kshs 20,000,000.00 – Attach contracts	15	
2	Annual volume of relevant water project construction works during the past three years and above Kshs 15,000,000.00 and not exceeding 20,000,000.00 – Attach contracts	8	
3	Annual volume of relevant water project construction works during the past three years of below Kshs 15,000,000.00 – Attach contracts	4	
	No submission of project record	0	

NOTE: Score for value of works will be awarded based on submitted contracts for past and ongoing works / purchase orders/completion certificates for past and ongoing works.

Schedule-4: Works of Similar Nature and Complexity (Max-25)

Scoring Criteria			Bidders Score
Item	Requirements	Maximum Possible Points	

1	Experience as prime contractor in the construction of at least Five Projects of similar nature and complexity in the last Three Years . (Experience in conducting technical assessments specific to borehole Camera inspection, Water sampling for Quality analysis) equipping and rehabilitation of solar powered borehole). Evidence of completed works must be attached (Completion certificates) 5 points for each completion certificate attached	25	
2	Experience as prime contractor in the construction of at least Five Projects of similar nature and complexity in the last Five Years . (Water works that are not similar in nature). Evidence of completed works must be attached and Ongoing works cited should be at least 80 percent complete - 3 points for each completion certificate	15	
3	Any other five unrelated Engineering Works (Buildings, Roads, Bridges etc.) in the last five years. 1 point for each completion certificate	5	
4	No submission of project record	0	

NOTE: Score for value of works will be awarded and prorated based on submitted contracts for past and ongoing works / purchase orders/completion certificates for past and ongoing works.

1.1 Contractors Equipment for Works (Max-20)

Schedule-5: Contractors' Equipment (Max-20)

Scoring Criteria					Bidders Score
Item	Requirements	Maximum Possible Points	Listing	Proof of Ownership (Logbook or Valid Lease Agreement)	
1.	Borehole test-pumping unit (Submersible Test Pump and motor, Power supply and Control System, Water Level Meter and Water Quality Sampling Kit)	5	0.5	4.5	
2.	Compressor Truck/Air Compressor	10	9.5	4..5	

3.	Set of Masonry equipment for concrete platform works (Concrete mixer, wheelbarrow, level, trowel)	2.5	0.5	2	
4.	Solar PV technician toolkit (MC4 Ratchet Crimping Tool, Wire Strippers, Digital Multimeter, Insulated Screwdrivers/Hex Keys).	2.5	0.5	2	
5.	Proof of ownership of Borehole downhole geo-vision Camera with minimum 150m depth	10	0.5	9.5	
	Total	20			

NOTE: Score for Equipment will be awarded based on submitted Logbooks (in the name of the Bidder or Owner in the CR12 provided) or Lease agreement between the Bidder and Leaser.

1.2 Contractor's Staff (Technical Competence) (Max-20)

Bidder must attach detailed and updated Curriculum Vitae (CVs) and other testimonials including Academic Certificates (Degree, Diploma etc), Registration Certificates from professional Bodies and Recommendations from past assignments as necessary for each staff.

Schedule-6.1: Contractors Key Staff Education (Max-10)

#	Scoring Criteria						Bidder Score
	Requirements	Maximum Possible Points	Degree in Civil/Water/Electrical Eng.	Diploma in Civil/Water Eng.	Certificate in Civil/Water Eng.	Registration with relevant bodies (Engineering body/ NCA)	
1	Site Agent (Civil/Water Engineer)	2	1			1	
2	Hydrogeologist	2		1		1	
3	One (1) Site Foremen (Plumbing technician)	2		1		1	

4	Solar PV systems technician	2	1			1	
5	Borehole camera technician	2	1			1	
	Total	10					

Schedule-6.2: Contractors Key Staff Experience (Max-10)

		Scoring Criteria						Bidders Score
#	Requirements	Maximum Possible Points	Over 5 Years		3-5 Years		3 Years	
			Relevant Experience	General Exp.	Relevant Experience	General Experience	Relevant Exp.	General Experience
1	Site Agent (Civil/Water Engineer)	2	2					
2	Hydrogeologist	2	2					
3	One (1) Site Foremen (Plumbing technician)	2	2					
4	Solar PV systems technician	2	2					
5	Borehole camera technician	2	2					
	Total	10						

NOTES on Relevant Experience

- Relevant experience refers to the proposed key staff having worked in at least 3 projects of a similar nature in similar position in the last 5 years.
- The minimum registration requirement for the site agent must be either EBK, EIK or KTRB
- The minimum registration requirement for foremen will be NCA.

1.3 Work Plan and Method Statement (Max-20)

Schedule-7: Work Plan and Method Statement (Max-20)

Scoring Criteria			Bidder's Score
Item	Description	Maximum Possible Points	
1	Detailed and relevant Schedule of works (work plan) as described in covering all items in the scope of works right from contract signing and including Defects Liability Period (DLP) and within the performance period as specified in the bid documents.	5	
2	Detailed and relevant Method Statement covering all items in the scope of works including but not limited to Mobilization, works execution methodology for each item of works including DLP.	7	
3	Detailed Project Site management	2	
4	Occupational Safety and Health management	2	
5	Environmental Management	2	
6	Quality Management	2	
	Total	20	

NOTES on Works Plan and Method Statement

Scores will be awarded based on the adequacy of the submitted documents in reference to the scope and works requirements.

Stage 3: Financial Evaluation Stage

The technical evaluation pass mark shall be 70 points and bidders who shall attain the pass mark will be subjected to tender price comparisons. Bidders who shall score below 70 points will be discontinued from further evaluation

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. Submission-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 **18th May 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:

Nyasao Bh - 0.711272S, 34.278339E

Kuja 1 Water Project - 0.7748S,34.3826E

Kanyoloo Community Water Project - 0.6912S,34.4848E

Ober Sangla water point - 0.770186S,34.434529E

Koloo Community Water Project - 0.7678S,34.3205E

Kosewe Ward borehole - 0.7694S, 34.4095E

Kawuor Nyamila Community Water Project - 0.6339S,34.3862E

13. The deadline for submission of bids shall be **on 18th May 2026 at 1700hrs EAT**. The bids shall be opened on a date and venue specified below;

Date: 19th May 2026

Time: 02 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).

Table of Clauses

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
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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.

- | | |
|--|--|
| 2. Works | 2.1 The Contractor shall execute the Works, in accordance with the Contract and applicable laws. |
| 3. Language and Law | 3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data. |
| 4. Communications | 4.1 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.
4.2 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. |
| 5. Confidentiality and Non-Disclosure | 5.1 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. |
| 6. Compliance with HFHK Policies | 6.1 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. | <p>HFHK is:</p> <p>Name: HABITAT FOR HUMANITY KENYA
 Address: P.O Box 38948 – 00623 NAIROBI, KENYA
 Name of Authorized Representative: DR. EILEEN MOKAYA</p> <p>The HFHK Engineer is:</p> <p>Name: JOHN MACHARIA
 Address: P.O Box 38948 – 00623 NAIROBI, KENYA
 Name of Authorized Representative: JOHN MACHARIA</p> | <p>[1.1]</p> <p>[1.1]</p> | | | | | | | | | |
| 2. | The name and identification number of the Contract is | [1.1] | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Tender Reference Number</th> <th style="text-align: left;">Tender Description</th> <th style="text-align: left;">Quantity</th> </tr> </thead> <tbody> <tr> <td>HFHK/FOS/001/05/2026</td> <td>Technical assessment, equipping and rehabilitation works for Nyasao water Project</td> <td>Lot 1</td> </tr> <tr> <td>HFHK/FOS/002/05/2026</td> <td>Contractual services for the complete rehabilitation of 6 wells (2 deep wells and 4 shallow wells) in Ndhiwa sub-county, Homabay County based on the technical assessment conducted by the County Water Department</td> <td>Lot 2</td> </tr> </tbody> </table> | | | Tender Reference Number | Tender Description | Quantity | HFHK/FOS/001/05/2026 | Technical assessment, equipping and rehabilitation works for Nyasao water Project | Lot 1 | HFHK/FOS/002/05/2026 | Contractual services for the complete rehabilitation of 6 wells (2 deep wells and 4 shallow wells) in Ndhiwa sub-county, Homabay County based on the technical assessment conducted by the County Water Department | Lot 2 |
| Tender Reference Number | Tender Description | Quantity | | | | | | | | | |
| HFHK/FOS/001/05/2026 | Technical assessment, equipping and rehabilitation works for Nyasao water Project | Lot 1 | | | | | | | | | |
| HFHK/FOS/002/05/2026 | Contractual services for the complete rehabilitation of 6 wells (2 deep wells and 4 shallow wells) in Ndhiwa sub-county, Homabay County based on the technical assessment conducted by the County Water Department | Lot 2 | | | | | | | | | |
| 3. | The Works consist of;
Refer to Clause 2 above. | | | | | | | | | | |
| 4. | The Start Date shall be 01/06/2026 | [1.1] | | | | | | | | | |
| 5. | The Required Completion Date for the whole of the Works shall be 01/08/2026 | [1.1] | | | | | | | | | |
| 6. | Project Site Locations and GPS Coordinates in Homabay. [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 **01/06/2025** [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

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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?)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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 Danish Refugee Council.

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.

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.

NYASAO WATER PROJECT - LOT 1					
BOREHOLE FLUSHING, CAMERA INSPECTION, WATER QUALITY ANALYSIS, EQUIPPING AND REHABILITATION					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
PHASE 1					
1	Mobilization of equipments and personell to Nyasao water project	Ls	1		
2	Borehole Flushing	M	150		
3	Confirmatory Borehole Camera Inspection	Ls	1		
4	Confirmatory Full Water Analysis targeting Physical, Chemical and Microbial properties	Ls	1		
TOTAL - PHASE 1					
PHASE 2					
1	Mobilization of equipments and personell to Nyasao water project	Pc	1		
2	1 1/4" Water Meter c/w fittings	Pc	1		
3	Grundfos SQF 1.2-3 Submersible Borehole Pump head and Motor(Pump head and Motor)	PC	1		
4	Adaptor Set 1 1/4"	PC	1		
5	6mm2x3core Flat submersible Cable	M	122		
6	Cable Joint 4mm-16mm2	PC	1		
7	PVC Airlines 25mm	Pcs	20		
8	Powder coated and lockable Controrller Enclosure	Pcs	1		
9	PV Disconnect Switch	Pcs	1		
10	PV Surge Protector	PC	1		
11	Solar Panel 85W	PC	1		
12	Lightning Arrestor	Pcs	1		
13	Steel Tower Rehabilitation (scrubbing off rust, painting)	LS	1		
14	Borehole Test Pumping	HR	24		
15	Borehole Disinfection	Ls	1		
16	Installation Sundries	LS	1		
TOTAL - PHASE 2					
17	Contingency (10% of the Total) Refundable to HFHK if unused				
TOTAL INCLUSIVE OF CONTIGENCY					
ADD 16% VAT					
SUM TOTAL					



BETTERLINE WATER LTD

Water Pumps, Irrigation, Solar Equipment, Generators,
Boreholes, Swimming Pools and Water Treatment

• Pili Trade Centre, Ground Floor, Godown 7, Opp. Hilton Garden Hotel, Mombasa Road • Tel: 0759-018376 / 0722-619402 / 0736-948511 / 0735-018 376
• P. O. Box 27277-00100, Nairobi • info@betterlinewater.com • www.betterlinewater.com

Ref: JOO/R/0567

30th March, 2026

HABITAT FOR HUMANITY KENYA

Att: Tabitha Tel: 0748 244072

Dear Tabitha,

RE: ASSESSMENT REPORT FOR THE NYASAO WATER PROJECT, NDHIWA, HOMA BAY COUNTY.

1. SITE VISIT AND TECHNICAL ASSESSMENT

Following a site visit that was carried out yesterday (17-03-2026) at the above-mentioned site in Ndhiwa, below are our findings;

- Solar powered BH.
- 10No 80W solar panels installed (VOC 21.9v)
- 1NO solar panel faulty, rest okay
- Controller as Grundfos IO 100, tested Okay
- Motor windings tested, Found faulty

Recommendations

Based on the above findings, we recommend the following;

- Lifting - for the pump, motor, pipes and cables to be inspected.
- Do camera inspection on the borehole



Figure 1: Faulty Borehole Water Meter

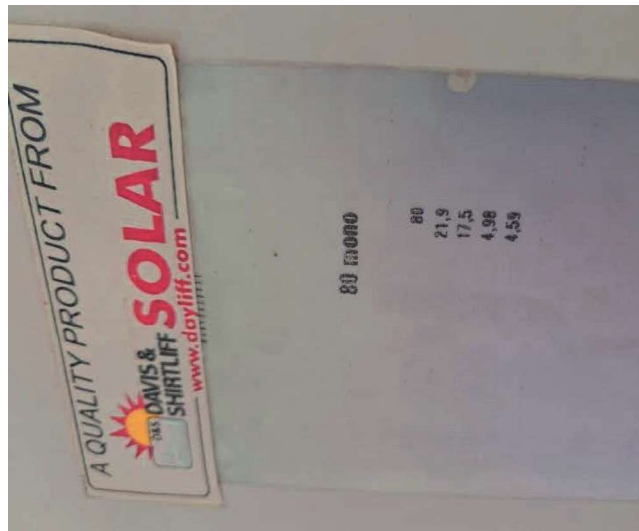


Figure 2: Installed Solar panels



Figure 3: Grundfos IO 100 controller

2. BOREHOLE PUMP LIFTING REPORT

This section provides you with the borehole pump lifting done on 19th March,2026.

Findings

1. The water meter has a cracked face, needs replacement
2. All 40No 1 1/4" Upvc column pipes in good condition
3. A Grundfos SQF 1.2-3 pump lifted out. Pump c/w motor to be replaced
4. No airlines installed in the borehole. We recommend installing these during re-installation
5. A 6mm² 4 core flat submersible cable lifted out. No notches on the cable. However, a cut cross section of the cable shows indicates moist powder coating, an indication of initial water ingress. Cable will need to be replaced together with the cable joint.
6. The tank tower members are rusted. Needs to be rehabilitated/repainted

Evidence Of Pump Lifting

As per pictures below and reports shared with you, please find evidence of work carried out.



Figure 4: Pump Lifting team at site



Figure 5: Lifted Pipes and Cable



Figure 6: The faulty Grundfos SQF 1.2-3 submersible pump with traces of silt on the outlet

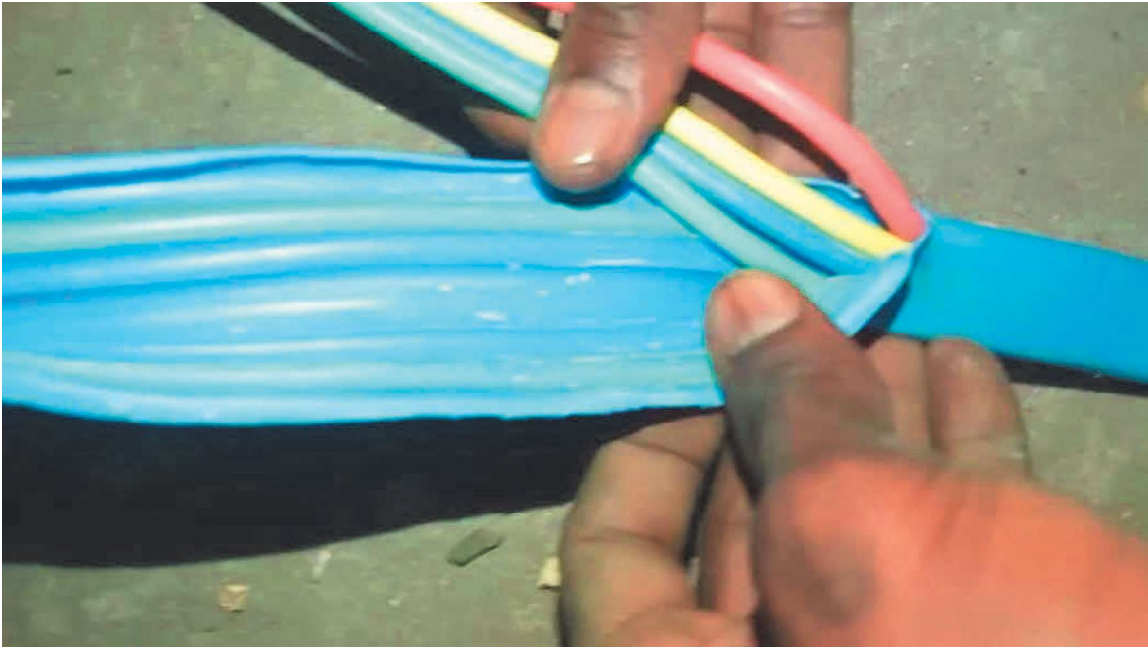


Figure 7: Submersible Cable with traces of moist powder coating on the interior



Figure 8: Rusted tank tower



Figure 9: Controller Enclosure

3. BOREHOLE CAMERA INSPECTION REPORT

We refer to borehole camera inspection exercise carried out at Nyasao Water Project Borehole in Ndhiwa, Homa Bay county on 19th March 2026. The camera inspection was carried out in order to confirm the conditions of the borehole as well to determine

the current water rest level as well as the depth of the borehole and the casing design and type.

Observations

- The borehole is cased with 5” plastic casing from 0m to the maximum recorded depth of 142.569m below ground level.
- Silt and mud deposits on the casing wall
- Joints seem to be ok and intact.
- Water rest level was observed at 50.40m below ground level.
- The borehole was observed to have murky/highly turbid/cloudy water throughout.
- The observed recorded borehole depth was 142.569m below ground level
- Water sample collected by using the borehole camera to push down a 1L clean plastic bottle
- The collected water sample was initially turbid, but solid particles settled at the bottom of the water bottle the following day
- From the water analysis, the water sample failed the following parameters, color, iron, magnesium, fluoride, and total viable count

Recommendations

1. Flush the borehole using compressed air to the maximum depth
2. Carry out a confirmatory camera inspection to ascertain status of the casings
3. Carry out borehole test pumping to ascertain current borehole yield
4. Carry out a complete water analysis after the disinfection and test pumping to determine newer chemical composition
5. Should the failed parameters not improve, we recommend further treatment to improve on the quality. System capacity to depend on the community water requirements

Please find the borehole’s camera link below for your reference.

<https://www.youtube.com/watch?v= 1MhdiPrI3k>

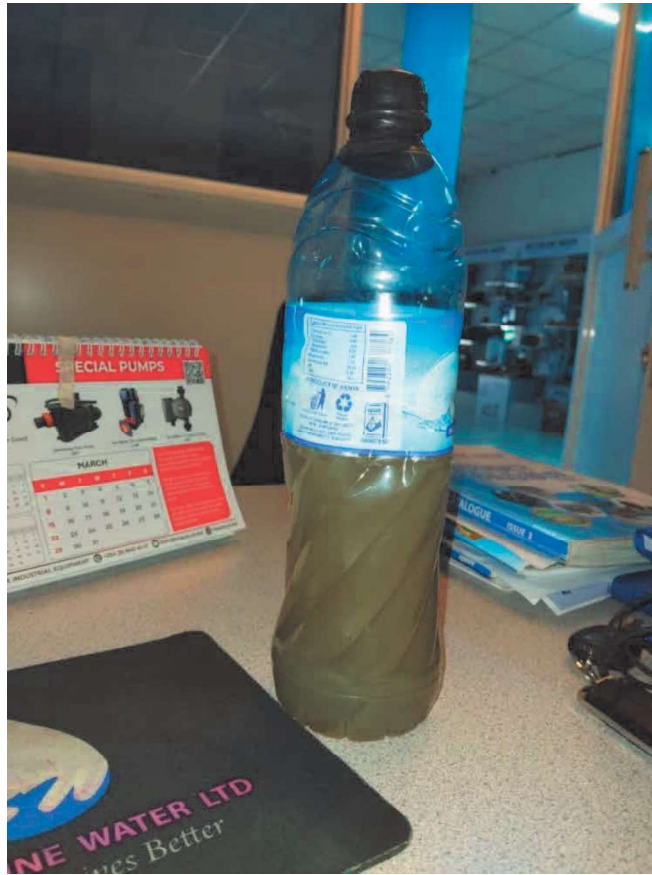


Figure 10: Collected Water Sample



Figure 11: Camera Inspection Ongoing

We trust this is in order and look forward to hearing from you shortly and hopefully to receiving your firm order confirmation.

Yours Faithfully,

For Betterline Water Limited,

Jared Ogelo | Kisumu Branch Manager

Tel: 0706793387 | 0716434977

Email: jared@betterlinewater.com | info@betterlinewater.com



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 labspeckindustries@gmail.com

REPORT REF No: LSI/RPT/10/113/2026

LABORATORY TEST REPORT

Description of sample: **BOREHOLE WATER**
 Client Name and Details: **HABITAT FOR HUMANITY KENYA**

LSI Sample Ref. No. **LSI/10113/2026**

P.O.BOX

NGONG ROAD, MUCHAI DRIVE, OFF NGONG RD, NAIROBI COUNTY

Sample Test Request No. **1057**

Date of Receipt: **20TH March, 2026**

Date of Analysis Start: **20TH March, 2026**

Date of Complete Analysis: **27TH March, 2026**

Date of Test report: **28TH March, 2026**

Sample Submitted by: **BETTERLINE**

Sample Received by: **Collins Kibiwott**

Standard/Method Reference: **As per KS EAS 12: 2018 Specification for Potable water**

Additional Information:

Parameters	ANALYTICAL DATA (Test Results)				
	Test Method	KS EAS 12:2018 Limits	Results	Units	Remarks
Physical Requirements					
Colour, max.	ISO 7887	15	17	TCU ^a	Non-Compliant
Turbidity, max	ISO 7027	5	<0.5	NTU	Compliant
pH	ISO 10523	6.5 – 8.5	7.52	pH	Compliant
Conductivity max	ISO 7888	1500	721	µS/cm	Compliant
Suspended Matter	ISO 11923	Not Detectable	Not Detected	mg/l	Compliant
Quality Requirements					
Total Dissolved Solids	ASTM D 5907	1000	360	mg/l	Compliant
Total Hardness, as CaCO ₃	ISO 6059	300	296	mg/l	Compliant
Aluminium, as Al ⁺⁺⁺	ISO 12020	0.2	<0.001	mg/l	Compliant
Chloride, as Cl ⁻	ISO 9297	250	25.53	mg/l	Compliant
Total Iron as Fe ⁺⁺	ISO 6332	0.3	0.586	mg/l	Non-Compliant
Sodium, as Na ⁺	ISO 9964-1	200	78.042	mg/l	Compliant
Sulphate, SO ₄	ISO 22743	400	78.0	mg/l	Compliant
Zinc, as Zn ⁺⁺	ISO 8288	5	<0.001	mg/l	Compliant
Magnesium, as Mg ⁺⁺	ISO 7980	100	224.072	mg/l	Non-Compliant
Calcium, as Ca ⁺⁺	ISO 7980	150	118.637	mg/l	Compliant
Limits for Inorganic Contaminants					
Cadmium, as Cd	ISO 5961	0.003	<0.001	mg/l	Compliant
Lead, as Pb	ISO 8288	0.01	<0.001	mg/l	Compliant
Copper, as Cu	ISO 8288	1.000	<0.001	mg/l	Compliant
Manganese, as Mn	ISO 6333	0.1	<0.001	mg/l	Compliant
Ammonia (NH ₃)	ISO 11732	0.5	<0.01	mg/l	Compliant
Barium, as Ba	ISO 14911	0.7	<0.001	mg/l	Compliant
Nitrate, as NO ₃	ISO 7890	45	32	mg/l	Compliant
Fluoride, as F	ISO 10359	1.5	3.6	mg/l	Non-Compliant
Bromate, as BrO ₃	ISO 15061	0.01	<0.001	mg/l	Compliant
Nitrite	ISO 6777	0.9	<0.005	mg/l	Compliant

This report or certificate shall not be reproduced except in full, without written approval from the laboratory. The tests reported herein are valid only for the items/substances tested as per the conditions under which the tests were carried out. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law.



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Phosphates, as PO ₄ ³⁻	ISO 15681	2.2	0.73	mg/l	Compliant
Microbiological Limits					
Total viable counts at 22 °C, in mL, max	ISO 6222	100	1.18 X 10 ²	100	Non-Compliant
Total viable counts at 37 °C, in mL, max		50	0.78X 10 ²	50	Non-Compliant
Total Coliforms, in 100 mL	ISO 9308-1	Absent	Absent	Absent	Compliant
E. Coli in 100 mL	ISO 9308-1	Absent	Absent	Absent	Compliant

-End of test report-

Abbreviations, symbols and acronyms

- i EAS East African Standard
- ii KS Kenyan standard
- iii ISO International Organisation For Standardization
- iv ASTM International Association For Testing Material
- vi NS Not Specified

STATEMENT OF CONFORMANCE

The borehole water is **Non-Compliant on Colour,Irons,Magnesium,Fluorides and Total Viable Counts on the tested parameters as per the KS EAS 12:2018 Specification for potable water.**

AUTHORIZED SIGNATORY

This report has been reviewed and approved by the following authorized signatory:

Technical Signatory





Programme	A FAMILY FOUNDATION
Title of Activity	Rehabilitation of 2 deep wells and 4 shallow wells in Ndhiwa sub-county
Location	Ndhiwa Sub County, Homa Bay County, Kenya
Sites	Kologi, Kosewe, Kanyidoto, Kanyikela, South Kabuoch and North Kabuoch

1. Introduction and project background

Habitat for Humanity (HFH) Kenya is a Public Benefit Organization (PBO) registered in 1982, with the goal of enabling low-income families to access adequate and affordable housing. Globally, we are part of a network of 70 country affiliates under Habitat for Humanity International. In Kenya, we implement projects in Laikipia, Homa Bay, Tana River, Machakos, Kajiado, and Kisumu—advancing our mission of putting “God’s love into action by bringing people together to build homes, communities, and hope.” We envision a nation where every family has a decent place to live.

Habitat for Humanity Kenya (HFH Kenya), with support from a family foundation based in California, is implementing a Water, Sanitation, and Hygiene (WASH) project aimed at improving access to clean and safe water for approximately 10,000 community members in Ndhiwa sub-county. It is targeting to rehabilitate 6 hand equipped wells in Ndhiwa sub-county comprising of 2 deep wells and 4 hand dug shallow wells.

The six wells equipped with hand pumps are as follows:

1. Kologi – Kawuor Nyamila Water Project
2. Kosewe – Kolela borehole
3. Kanyidoto – Koloo community water project
4. Kanyikela – Kuja 1 Village hand pump
5. S. Kabuoch – Ober Sangla Community Water Project
6. N. Kabuoch – Kanyoloo Community Water Project

The scope of this TOR is to rehabilitate these wells based on the preliminary assessment report provided below by the project team and Homabay County water department.

1. KOLOGI WARD - GPS coordinates 0.6339S,34.3862E

Project: Kawuor Nyamila Community Water Project (KAWUOR CWP)

Drilled by Kenya: Netherlands in 1999

Approximate depth: 80m

Serves: Bam Got Village; Oindo Village; Kodah Village and Nyamila Village

Coverage: Approximately 600 households and 500 cattle

Installed with foot pump and broke down in 2022

Justification: The project serves multiple villages and a large population, making it a critical water source whose restoration will have immediate community impact.

Recommendations

- i. Flush stagnant water to restore yield
- ii. Conduct water quality analysis
- iii. Replace pump system with India Mark II
- iv. Repair the apron and drainage
- v. Fence the project site

2. KOSEWE WARD - GPS 0.7694S, 34.4095E

Project: Hand Dug Shallow Well

Approximate depth: 30M

Well status: Lined with culverts

Currently non-functional

Justification: The well structure is intact and can be restored at low cost, providing immediate water access to the community.

Recommendations

- i. Flush and clean the well
- ii. Conduct water quality testing
- iii. Install complete Afridev pump set
- iv. Repair (not replace) apron, drainage, and headworks
- v. Provide simple fencing

3. KANYIDOTO WARD - GPS 0.7678S,34.3205E

Project: Koloo Community Water Project (KOLOO CWP)

Constructed in 1995 by Catholic Mission

Approximate depth: 60m

Serves: Kokech – 50 households; Koyugi – 20 households; Komolo – 100 households; Kabiero – 35 households; Kagola – 100 households

Installed with India Mark II pump which broke down in the year 2004

Justification: The project supports a large population across multiple clans and has a viable water source requiring only mechanical rehabilitation.

Recommendations

- i. Flush the borehole and conduct water quality testing
- ii. Replace the pump with a new India mark II, complete set
- iii. Fence using cost-effective materials
- iv. Construct apron to hold Indian Mark 11 hand pump

4. SOUTH KABUOCH WARD - GPS 0.770186,34.434529

Project: Ober Sangla water point

Approximate depth: Borehole drilled up to 80M deep – a Deep well

Constructed in 1995 by Lake Basin Development Authority

Serves 3 villages

Non-functional since July 2025

Justification:

At the time of assessment, the community removed 12 rods, and the rubbers may need replacement.

The **static water level** was about 3m and indication of a high yield borehole.

Recommendations

- i. Flush borehole and test water
- ii. Replacing Afridev parts and repair kits is highly recommended
- iii. Reinstall existing Afridev pump
- iv. Fence the water point

5. NORTH KABUOCH WARD - GPS 0.6912S,34.4848

Project: Kanyoloo Community Water Project

Constructed in 1999 by CARE Kenya

Approximate depth: Hand-dug well (Approx. 20m depth)

Serves:

Ongoro Village – 66 households

Kanyaluo Village – 68 households

Ng'ope Village – 115 households

Non-functional since 2024

Justification: Serves over 200 households and remains a viable source requiring minimal intervention.

Recommendations

- i. Flush and clean the well
- ii. Conduct water testing
- iii. Install Afridev pump
- iv. Fence the project site

6. KANYIKELA WARD - GPS 0.7748S,34.3826E

Project: Kuja 1 Water Project

Constructed in 1999 by CARE Kenya

Approximate depth: Hand-dug well (Approx. 30m depth)

Serves: Ariri and Nguku C Village

Currently non-functional because of the handle that is broken, the top bar has also been cut open by the community members who needed access to the water.

Recommendations

- i. Flush the borehole and conduct water quality testing
- ii. Construct apron to hold Afridev hand pump
- iii. Replace the pump with a new Afridev pump complete set
- iv. Fence using cost-effective materials

SCOPE OF WORKS

The Scope of works shall entail:

- i. Mobilization of necessary equipment, tools, materials and qualified personnel and undertake recommended action as per the findings and the detailed BOQ annexed.
- ii. Conduct detailed borehole rehabilitation as per the recommended works in the attached BOQ based on the above findings of the assignment as part of borehole and shallow wells rehabilitation.
- iii. Testing and commissioning of the boreholes

Key Activities:

Visit the water points and conduct the following specific tasks but not limited to

- a) Flushing of the boreholes to remove siltation and other suspended matter
- b) Collect water samples from the 6 wells and present to a government accredited water laboratory for full analysis focused on Chemical, Physical and Microbial parameters. The findings to inform the rehabilitation works.
- c) Undertake all the rehabilitation works for the boreholes and handpumps installation (Apron repairs, installation of Afridev and Indian Mark 2 hand pumps)
- d) Fencing of the borehole/well area using treated wooden poles and barbed wire.
- e) Testing of the boreholes and commissioning

Key Deliverables

At the end of the assignment, the vendor shall be tasked to deliver a detailed completion report per hand pump based on the above scope guided by the BOQ. (Report on flushing, installation of the hand pump and other rehabilitation works).

6. Timelines

Key Steps	Tentative Timelines	Deliverables	Remarks
1. Field mobilization equipment and Personnel	June 2026	Photos on mobilization	6 Villages, to access rehabilitated water points.
2. Rehabilitation of the 6 hand pumps/wells as per the attached BOQ.	June 2026	Photos of works	Supervision support from HFHK and the County Government of Homabay
3. Submission of reports	June 2026	Detailed completion report	Once completed the hand pumps can be handed over to community

BILL OF QUANTITIES (BOQ) FOR REHABILITATION OF 6NO HAND PUMP REHABILITATION - LOT 2

NO	DESCRIPTION OF ACTIVITIES	UNIT	QTY	COST	AMOUNT
1 A. Kawuor Nyamila deep well in Kanyamwa Kologi ward					
1.1	Flushing/dewatering and disinfection				
	Flushing to remove debris and sediments to open up pores using a recommended pump/Compressor and allow for disinfection after exercise	No	1		
1.2	Sampling for full water quality analysis (Physical, Chemical and Microbial parameters)	No	1		
1.3	Rehabilitate apron to hold the India Mark II pump				
	Supply and delivery sand(1 Ton and 3 bags of cement) including labour	No	1		
1.4	Fencing of the water point				
	Allow for fencing area measuring 10m*10m with treated timber spacing of 2m with 4 strings of barbed wire with a provision of a fabricated gate, with concrete footing inclusive of labour	No	1		
1.5	Supply and install new India Mark II pump				
	Supply and delivery of complete set of Indian Mark II hand pump installation depth 70m (23 Draw down pipes 1.25" GI Class B, 23 Connecting Rods).	No	1		
	Subtotal 1				
2 B Shallow well in Kosewe Ward					
2.1	Flushing/dewatering and disinfection				
	Pump out water and manually remove the debris/sediments to open up pores and remove settled silt using recommended pump and allow for disinfection.	No	1		
2.2	Sampling for full water quality analysis (Physical, Chemical and Microbial parameters)	No	1		
2.3	Construct apron to hold Afridev hand pump				
	Supply and delivery sand(1.5Ton and 4 bags of cement) including labour and allow for proper drainage works for the spills	No	1		
2.4	Fencing of the water point				
	Allow for fencing area measuring 10m*10m with treated timber spacing of 2m with 4 strings of barbed wire with a provision of a fabricated gate, with concrete footing inclusive of labour	No	1		
2.5	Supply and install new Afridev pump complete set, intallation depth 22m standard rods each 2m long)	No	1		
	Subtotal 2				
3 C. Koloo Deep well in Kanyidoto ward					
3.1	Flushing/dewatering and disinfection				
	Flushing to remove debris and sediments to open up pores using a recommended pump/Compressor and allow for disinfection after exercise	No	1		
3.2	Sampling for full water quality analysis (Physical, Chemical and Microbial parameters)	No	1		
3.3	Fencing of the water point				
	Allow for fencing area measuring 10m*10m with treated timber spacing of 2m with 4 strings of barbed wire with a provision of a fabricated gate, with concrete footing inclusive of labour	No	1		
3.4	Supply and install new India Mark II pump				
	Supply and delivery of complete set of Indian Mark II hand pump installation depth 50m(17 Draw down pipes 1.25" GI Class B, 17 Connecting Rods).	No	1		
3.5	Construct apron to hold Indian Mark II hand pump				
	Supply and delivery sand(1Ton and 2 bags of cement) including labour and allow for proper drainage works for the spills	No	1		
	Subtotal 3				
4 D. Ober Sangla deep well in South Kabuoch ward					
4.1	Flushing/dewatering and disinfection				
	Flushing to remove debris and sediments to open up pores using a recommended pump/Compressor and allow for disinfection after exercise	No	1		
4.2	Sampling for full water quality analysis (Physical, Chemical and Microbial parameters)	No	1		
4.3	Fencing of the water point				
	Allow for fencing area measuring 10m*10m with treated timber spacing of 2m with 4 strings of barbed wire with a provision of a fabricated gate, with concrete footing inclusive of labour	No	1		
4.4	Supply and install rubbers to the existing Afridev Pump (Plunger seals, Washers, Foot valve seals, O-rings) and rods-12pcs.	No	1		
4.5	Construct apron to hold Afridev hand pump				
	Supply and delivery sand (1Ton and 2 bags of cement) including labour and allow for proper drainage works for the spills	No	1		
	Subtotal 4				
5 E. Kanyoloo shallow well in North Kabuoch Ward					
5.1	Flushing/dewatering and disinfection				
	Pump out water and manually remove the debris/sediments to open up pores and remove settled silt using recommended pump and allow for disinfection.	No	1		
5.2	Sampling for full water quality analysis (Physical, Chemical and Microbial parameters)	No	1		

5.3	Construct apron to hold Afridev hand pump				
	Supply and delivery sand(1.5Ton and 4 bags of cement) including labour and allow for proper drainage works for the spills	No	1		
5.4	Fencing of the water point				
	Allow for fencing area measuring 10m*10m with treated timber spacing of 2m with 4 strings of barbed wire with a provision of a fabricated gate, with concrete footing inclusive of labour	No	1		
5.5	Supply and install new Afridev pump complete set, intallation depth 18m standard rods each 2m long)	No	1		
	Subtotal 5				
6 Kuja 1 Water Project - Kanyikela ward					
6.1	Flushing/dewatering and disinfection				
	Pump out water and manually remove the debris/sediments to open up pores and remove settled silt using reccommended pump and allow for disinfection.	No	1		
6.2	Sampling for full water quality analysis (Physical, Chemical and Microbial parameters)	No	1		
6.3	Construct apron to hold Afridev hand pump				
	Supply and delivery sand (1.5Ton and 4 bags of cement) including labour and allow for proper drainage works for the spills	No	1		
6.4	Fencing of the water point				
	Allow for fencing area measuring 10m*10m with treated timber spacing of 2m with 4 strings of barbed wire with a provision of a fabricated gate, with concrete footing inclusive of labour	No	1		
6.5	Supply and install new Afridev pump complete set, intallation depth 18m standard rods each 2m long)	No	1		
	Subtotal 6				
Subtotal 1 - A. Kawuor Nyamila deep well in Kanyamwa Kologi ward					
Subtotal 2 - B Shallow well in Kosewe Ward					
Subtotal 3 - Kooloo Deep well in Kanyidoto ward					
Subtotal 4 - D. Ober Sangla deep well in South Kabuoch ward					
Subtotal 5 - E. Kanyoloo shallow well in North Kabuoch Ward					
Subtotal 6 - Kuja 1 Water Project - Kanyikela ward					
Total					
Contingency cost (10%) - Refundable to HFHK if unused					
Grand Total					



COUNTY GOVERNMENT OF HOMABAY
DEPARTMENT OF WATER SANITATION ENVIRONMENT
FORESTRY ENERGY AND CLIMATE CHANGE
COUNTY GOVERNMENT OF HOMA BAY



DATE: 10, April 2026

**TECHNICAL ASSESSMENT REPORT ON PROPOSED WATER PROJECTS FOR
REHABILITATION IN NDHIWA SUB-COUNTY, HOMA BAY COUNTY**

INTRODUCTION

Habitat for Humanity Kenya, in collaboration with the Homa Bay County Government through the Department of Water and Sanitation, conducted a joint technical assessment of selected water projects in Ndhiwa Sub-County..

OBJECTIVES OF THE ASSESSMENT

- ★ To assess the current condition of water projects
- ★ To identify technical failures and causes
- ★ To recommend bills of quantities for rehabilitation

ASSESSMENT TEAM

- i. Mr. Martin Omulama Mbatia – County Director, Water and Sanitation
- ii. Lameck Otieno – Technical Staff
- iii. Nelson Ernest Oketch – Technical Staff
- iv. Elisha Katieno – Sub County Officer Water and Sanitation officer, Ndhiwa
- v. Ms. Tabitha – Habitat for Humanity Kenya

SCOPE OF WORK

The assessment covered all seven (7) wards of Ndhiwa Sub-County, focusing on functionality, infrastructural condition, service coverage, and rehabilitation requirements.

FINDINGS AND RECOMMENDATIONS

1. KOLOGI WARD

Project: Kawuor Nyamila Community Water Project (KAWUOR CWP)



Details Reported:

Drilled by Kenya–Netherlands in 1999

Approximate depth: 80m

Serves: Bam Got Village; Oindo Village; Kodah Village and Nyamila Village

Coverage: Approximately 600 households and 500 cattle

Installed with foot pump and broke down in 2022

Justification: The project serves multiple villages and a large population, making it a critical water source whose restoration will have immediate community impact.

Recommendations

- i. Flush stagnant water to restore yield
- ii. Conduct water quality analysis
- iii. Replace pump system with India Mark II
- iv. Repair apron and drainage
- v. Fence the project site

2. KOSEWE WARD



Details Reported:

Project: Hand Dug Shallow Well

Approximate depth: 30M

Well status: Lined with culverts

Currently non-functional

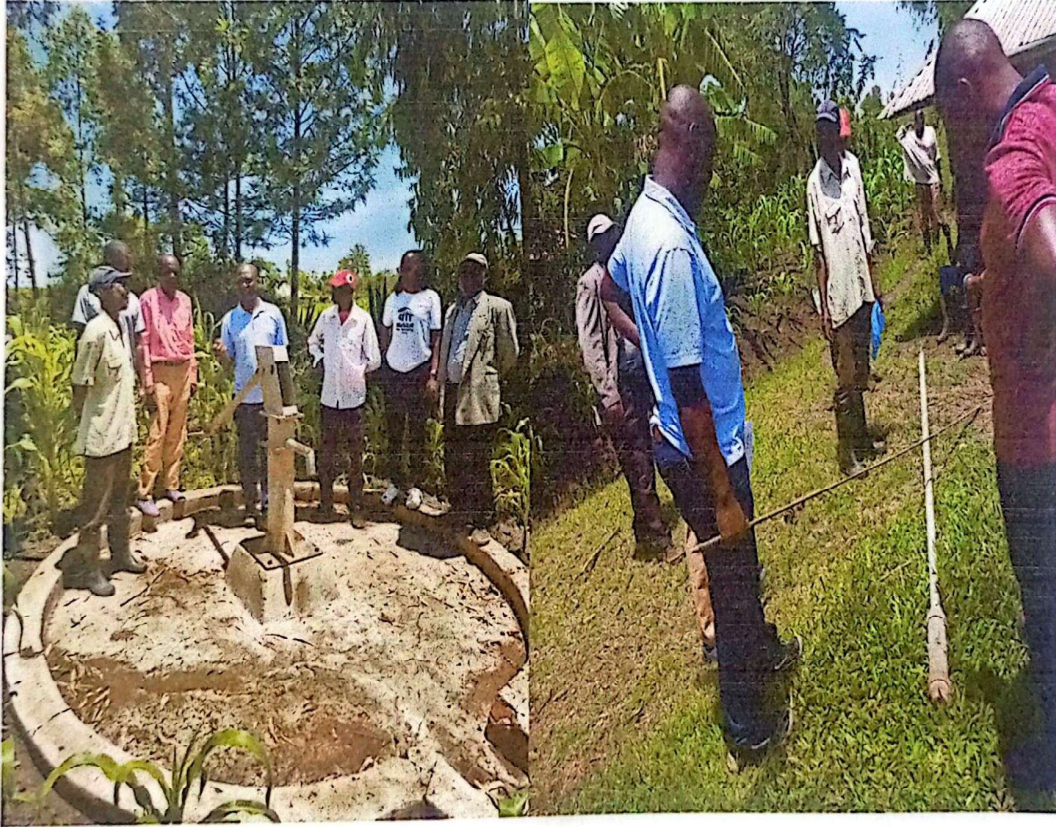
Justification: The well structure is intact and can be restored at low cost, providing immediate water access to the community.

Recommendations

- i. Flush and clean the well
- ii. Conduct water quality testing
- iii. Install complete Afridev pump set
- iv. Repair (not replace) apron, drainage, and headworks
- v. Provide simple fencing

3. KANYIDOTO WARD

Project: Koloo Community Water Project (KOLOO CWP)



Details Reported:

Constructed in 1995 by Catholic Mission

Approximate depth: 60m

Serves: Kokech – 50 households; Koyugi – 20 households; Komolo – 100 households; Kabiero – 35 households; Kagola – 100 households

Installed with India Mark II pump which broke down in the year 2004

Justification:

The project supports a large population across multiple clans and has a viable water source requiring only mechanical rehabilitation.

Recommendations

- i. Flush borehole and conduct water testing
- ii. Replace the pump with a new India mark complete set
- iii. Fence using cost-effective materials

5 .KANYIKELA WARD

Project: Oridi (B) Water Project

Details Reported:

Constructed in 1999 by CARE Kenya

Hand-dug well (Approx. 30m depth)

Serves Oridi Village

Currently non-functional because of the T-Bar which was missing. It has been returned and therefore the water point is now functional

Recommendations

- i. Functional water point no need for repair. Consider alternative water point

The second water point

Functionality: It serves the community well only during rainy season. During dry season the water level goes down producing mud.

Recommendations.

Not fit for rehabilitation because low water level which is not reliable during dry season

6 .SOUTH KABUOCH WARD

Project: Ober Sangla water point

Hand dug well up to 20M deep

Details Reported:

Constructed in 1995 by Lake Basin Development Authority

Deep well

Serves 3 villages

Non-functional since July 2025

Justification:

Requires only minor mechanical repairs, making it highly cost-effective to restore.

Recommendations

- i. Flush borehole and test water
- ii. Reinstall existing India Mark II pump
- iii. Fence the water point

7. NORTH KABUOCH WARD

Project: Kanyoloo Community Water Project



Details Reported:

Constructed in 1999 by CARE Kenya

Hand-dug well (Approx. 20m depth)

Serves:

Ongoro Village – 66 households

Kanyaluo Village – 68 households

Ng'ope Village – 115 households

Non-functional since 2024

Justification:

Serves over 200 households and remains a viable source requiring minimal intervention.

Recommendations

- i. Flush and clean the well
- ii. Conduct water testing
- iii. Install Afridev pump
- iv. Fence the project site

GENERAL OBSERVATIONS

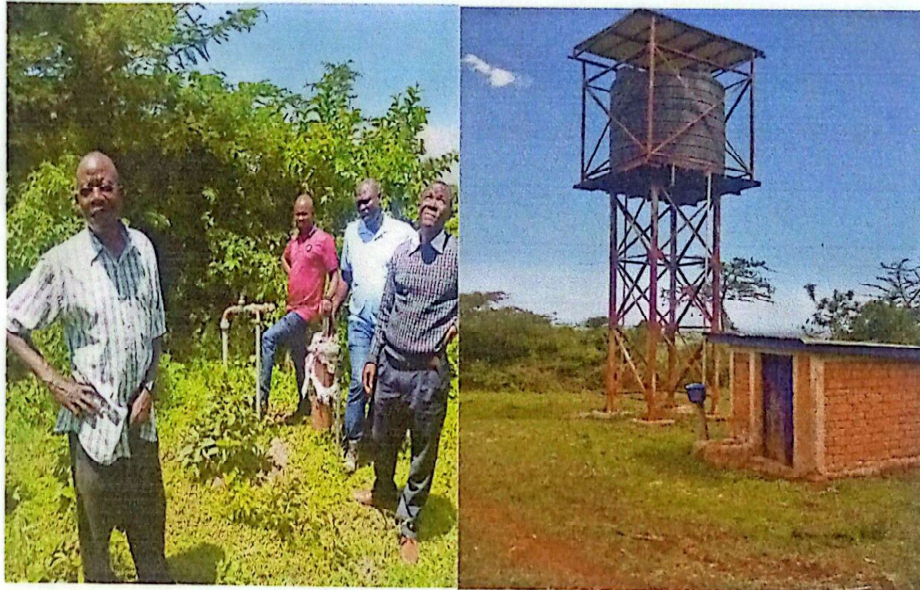
Most systems failed due to mechanical wear rather than source failure

Existing infrastructure (boreholes, wells, tanks, towers) is largely intact

Rehabilitation can be achieved at significantly lower cost by retaining functional components

4. KWABWAI WARD

Project: Nyasao Community Water Project (NYASAO CWP)



Details Reported:

Constructed in 2011 by Water Trust Fund (LVSWB)

Borehole depth: 150m

Serves: Got Kowiti (A) – 137 households; Got Kowiti (B) – 148 households; Migwambo – 150 households; Nyamnyam – 30 households; Kawuor – 20 households and Market Centre

Components: 6m tower; 10 solar panels; 10,000-litre tank and 2 water kiosks

Non-functional since 2023

Justification:

This is a high-capacity project with substantial infrastructure already in place, making rehabilitation significantly more cost-effective than replacement.

Recommendations

- i. Pressure flushing of borehole
- ii. Test pumping to determine yield
- iii. Water quality analysis
- iv. Install appropriately sized pump
- v. Retain and service existing solar panels, tank, and tower where functional
- vi. Minor repairs and repainting instead of replacement

Projects are strategically located and accessible, ensuring ease of implementation
Protection measures (fencing) are necessary to reduce vandalism

CONCLUSION

All assessed projects remain viable and can be restored through targeted, cost-effective interventions. Emphasis on repairing and reusing existing infrastructure significantly reduces the financial requirement while ensuring rapid restoration of services.

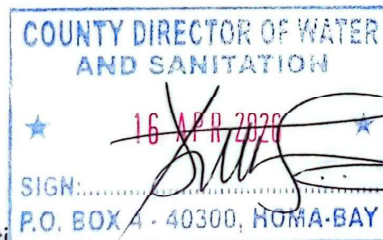
Rehabilitation of these systems will restore reliable water supply to over 1,500 households and multiple villages, greatly improving livelihoods and public health.

REPORT AUTHENTICATION

Prepared by:

1. Lameck Otieno. Technical Staff
2. Nelson Ernest Oketch. Technical Staff
3. Elisha Katieno. Sub county water and sanitation Officer Ndhiwa

Confirmed by:



Martin Omulama Mbatia
County Director – Water and Sanitation



TERMS OF REFERENCE

Programme	A FAMILY FOUNDATION
Title of Activity	Technical assessment, equipping and rehabilitation works for Nyasao water Project
Location	Ndhiwa Sub County, Homa Bay County, Kenya
Venue	Nyasao water Project, Kwabwai Ward, Ndiwa Sub-County.

1. Introduction and project background

Habitat for Humanity (HFH) Kenya is a Public Benefit Organization (PBO) registered in 1982, with the goal of enabling low-income families to access adequate and affordable housing. Globally, we are part of a network of 70 country affiliates under Habitat for Humanity International. In Kenya, we implement projects in Laikipia, Homa Bay, Tana River, Machakos, Kajiado, and Kisumu—advancing our mission of putting “God’s love into action by bringing people together to build homes, communities, and hope.” We envision a nation where every family has a decent place to live.

Habitat for Humanity Kenya (HFH Kenya), with support from a family foundation based in California, is implementing a Water, Sanitation, and Hygiene (WASH) project aimed at improving access to clean and safe water for approximately 10,000 community members in Ndhiwa sub-county. The project seeks to rehabilitate Nyasao Community Water project located in Got Kowiti, Achuth location, Kwabwai ward in Ndhiwa sub-county. The water project was implemented in 2011 through the Water Trust Fund by the Lake Victoria South Water Services Board (LVSWSB) and involved the drilling of a borehole to a depth of 150 meters. The project was designed to serve a wide catchment area, including Got Kowiti (A) Village (137 households), Got Kowiti (B) Village (148 households), Migwambo Village (150 households), Nyamnyam Village (30 households), Kawuor Village (20 households), as well as the local market centre. Key infrastructure components included a 6-meter elevated tower, 10 solar panels, a 10,000-litre storage tank, and two water kiosks to facilitate water distribution. The system began experiencing mechanical challenges in **2021**, which progressively worsened, leading to a complete shutdown of operations in **2023**.

The scope of this assignment is to on-board a contractor to conduct borehole flushing, camera inspection, water quality analysis, equipping and rehabilitation of the Nyasao borehole, Kwabwai Ward in Ndiwa Sub-County.

Specific Objectives

Specific objectives for the assignment shall entail conducting a confirmatory technical inspection of the borehole focused on the following. This aims to restore the water production capacity of the borehole to ensure regular access to safe water among the affected population.

- a. Borehole flushing using high-pressure air compressor
- b. Downhole Camera Inspection
- c. Water quality analysis
- d. Borehole equipping.

- e. Test-pumping
- f. Borehole disinfection
- g. Rehabilitation works for the elevated water storage tank tower and reticulation system.

Scope of Works

The Scope of works shall entail:

Phase one

- i. Mobilization of necessary equipment and qualified personnel and undertake borehole flushing with recommended compressor type to remove all the accumulated silt, sediment, microbial buildup and all the suspended material from the borehole, open and clean the clogged screens to enhance recharge.
- ii. Carrying out downhole camera inspection to observe the overall general condition of the well bore in terms of sediment accumulation at the bottom or blockages and any other foreign material inside the well. Checking for presence of cracks and holes in the casing, casing deterioration, leaking joints, and casing buckling. Also establish the installation depths of the plain and slotted casings to inform pump intake depth
- iii. Water sampling and comprehensive water quality analysis (microbial, chemical, and physical parameters) at an accredited laboratory to establish the water safety status as part of confirmatory test.

Phase two

Following the findings from the water quality analysis and camera inspection, the phase two activities will follow once all the camera inspection confirms that the borehole casings are intact and properly installed and the water quality conforms to the guidelines for safe drinking water.

- i. Test-pumping of the borehole to establish actual yield and water level, and disinfection of the borehole to eliminate any microbial contamination
- ii. Equipping of the borehole with recommended submersible pump and motor, replacement solar PV module, master flow meter and all related accessories as per the BoQ
- iii. Rehabilitation works for the exiting elevated steel tower and tank and the related reticulation system and water kiosk at the site

Key Activities:

Visit the water point and conduct the following specific tasks but not limited to

- a) Flushing
- b) Camera inspection using a non-invasive, high-resolution HD Geo-vision camera with capacity to inspect up to 200m borehole depth
- c) Water sampling and full chemical, microbial and physical analysis at an accredited laboratory and share findings
- d) Borehole equipping with a recommended submersible pump and motor, replacement

- solar panel, master flow meter and all related accessories as per the BoQ
 e) Rehabilitation works (borehole, reticulation network, water tower and kiosk)

Key Deliverables

At the end of the assignment, the vendor shall be tasked to deliver a detailed report on the above scope. (Report on flushing, camera inspection footages, water quality results and recommendation for phase one.) If the results are within the acceptable limits then phase two will proceed (equipping and rehabilitation works) as per the attached BOQ.

Timelines

Key Steps	Tentative Timelines	Deliverables	Remarks
1. Field visit to undertake flushing	June 2026	Photos of flushing	Debris removal until water is grit free
2. Conduct Camera Inspection	June 2026	Photos and camera footage	Findings on the casings and the borehole components
3. Water quality analysis (Physical, Chemical and microbial)	June 2026	Comprehensive water quality analysis and report on findings	Report to inform you of the next action. The three items are phase one activities.
4. Equipping of the borehole	June 2026	Report-Details on the findings as per the scope	This is part of phase two of the assignment.
5. Rehabilitation works for the Nyasao Borehole	June 2026	Equipping and rehabilitation report, Photos of the assignment	This is part of phase two of the assignment.