



COUNTY GOVERNMENT OF BUSIA

Department of Water, Irrigation, Environment and Natural
Resources

P.O. Box 392 - 50400 BUSIA.

AgengaNanguba. Ward Projects, 2017-18

LOT 1:

TENDER DOCUMENT

Tender No. BSA/CG/133/2017/2018

PROPOSED WARD DEV. PROJECTS FY 2017-18.

Ageng'a Nanguba (Samia)	Sio Port market, Police line area	Water pipeline extension
	Ragoti	Shallow well Construction

CHIEF OFFICER, DWIENR COUNTY GOVERNMENT OF BUSIA, PRIVATE BAG-50400, <u>BUSIA (K).</u>	COUNTY WATER DIRECTOR, COUNTY GOVERNMENT OFBUSIA, PRIVATE BAG-50400, <u>BUSIA (K)</u>
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EVALUATION CRITERIA

A. MANDATORY REQUIREMENTS.

1. Copy of certificate of incorporation / registration.
2. Copy of valid business permit from Busia County (Valid at the time of evaluation) for the last three months.
3. Copy of tax compliance (Valid at the time of Evaluation)
4. Copy of KRA PIN certificate.
5. Utility bills from Busia County
6. Tender Documents must be serialized / numbered.
7. Attach valid copy of AGPO (Access to Government Procurement Opportunities) Certificate

B. TECHNICAL SCORE

Technical score shall be determined by:

1. Past experience
2. Organization structure of the company
3. Past successful works undertaken for the County Government.

C. FINANCIAL SCORE

The formulae to determine the financial score shall be determined as follows:

$$FS = 100 \times FM/F$$

Where FS - Lowest Responsive Priced Bidder

F - The price of the bidder in consideration.

D. COMBINED TECHNICAL AND FINANCIAL SCORES

$$S = TS \times T\%$$

S - Combined Financial and Technical Score

TS - Technical Score

FS - Financial Score

Weights Technical 0.08

Financial P - 0.02

ENVIRONMENTAL POLICY STATEMENT

The department of Water, Irrigation, Environment and Natural Resources (DWIENR) is committed to ensuring the provision of water and sanitation services within its area of jurisdiction in an environment friendly manner.

The department of water, , Irrigation, Environment and Natural Resources shall conform to environmentally sound practices by adhering to the applicable legislation guidelines, prevention of pollution and continually improve its management practices in:

- 1) Designing and developing of water and sanitation facilities.
- 2) Construction and monitoring of water and sanitation service provision.
- 3) Regular reviews of objectives, targets and programmes for continual improvement of its **EMS**

The department of Water, Irrigation, Environment and Natural Resources (DWIENR) shall promote environmental awareness participation and commitment to environmental management in all its practices.

DWIENR / COUNTY WARD DEVELOPMENT PROJECTS 2017-18

Contract Agreement

CONTRACT NO. _____

This AGREEMENT made on the _____ day of _____ 2018.

BETWEEN the CLIENT (HERE IN AFTER CALLED DWIENR) on the one part, and

Herin called the contractor on the other part, WHEREAS DWIENR is desirous that certain works should be executed by the contractor,

viz _____ at a consideration of the sum of

Kshs _____

And has accepted a tender by the contractor for the execution and completion of such works to the certisfaction of the Engineer 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 contract document referred to .
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - a. The letter of acceptance
 - b. The bid
 - c. The particular condition
 - d. The general condition
 - e. The specification

3. In consideration of the payment to be made by the employer and the contractor as indicated in this agreement, the contractor hereby covenants with the employer to execute the works and remedy defects therein in conformity in all respects with the provision of the contract.

4. DWIENR hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein, the contract price or such other the sum of
Kshs..... (I n words)
in figures

Herein after referred as the " the contract price"

Signed for and or on behalf of:

Signed for and or on behalf of

THE CHIEF OFFICER

Date_____

DWIENR

BUSIA

Date.....

CONTRACTOR WITNESS

Name_____

ID No._____

SIGNITURE_____

PREAMBLE AND SPECIFICATION FOR THE SAID WORKS

As per guidelines and specifications given in this document and the Bills of Quantities / Schedules.

1.2 CONDITIONS

1.2.1 Environmental Aspect and Mitigation.

As Attached.

1.2.2

1. Where the contractor fails to complete the works as recommended, he will only be paid mobilization costs as determined by the engineer and the contractor shall retrieve / dispose his materials

2.If the failure results from wrong instructions from the engineer, the contractor is entitled to appropriate payments as per engineers rates (Bo Qs)

3.The contractor shall hire / provide the required skilled labour and he be responsible for their necessary insurance cover and taxes including social rates.

4.For good corporate image unskilled labour shall / should be provided by the local community.

5.The contractor shall provide all materials i.e. hardcore, sand, and fencing poles. He will be responsible for the quality of the materials, ensuring that it meets the acceptable and approved standards. In the case of unacceptable materials the contractor shall replace with suitable.

6.The defects liability period will BE 3 MONTHS FROM THE DATE OF COMPLETION

7.Retention money shall stand at 10% of the contract sum.

8. Interim payments shall be limited to a maximum of 30% of the contract sum (per milestone achieved). Except for the down payment where applicable, all the payments shall only be made after official certification.

9. The contractor hereby agrees and certifies that:-

- He has made site visits to the site of work and counterchecked the works involved prior to tendering.
- He has studied the contract document and is satisfied with the description of the works and thus understands perfectly the works to be done as specified and implied in the execution of the contract.
- He will submit a schedule of works within one week of contract award to facilitate proper supervision by the client. He in addition will keep an updated site diary open to inspection by the clients representatives.

- He shall repair / correct at his own cost any defects due to poor workmanship and / or material quality both during construction and guarantee period (3 months)
- He has the financial ability to complete the works (Avail recent bank statement for the last three months)

10. This contract is binding between the parties and breach in part or whole may cause cancellation of this Agreement and recovery of costs including the cost of the suit for damages.

11. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretations.

12. Any dispute between the parties as to matters arising pursuant to the contract that cannot be settled amicably within thirty days receipt by one part of the other parties request for such amicable settlement shall be by either party for settlement in accordance with the procedure set in the arbitration of the law of Kenya.

13. The DWIENR shall terminate the contract by not less than thirty (30) days written notice of termination to the parties to be given after the conditions above are not met.

If the DWIENR, in its sole discretion decides to terminate the contract.

Signed by contractor.

Name_____

ID No. _____

Address_____

Signed by the Sub County Water Officer

Name_____

Signature_____

Date_____

Signed by Chief Officer

Name_____

Signature_____

Date_____

DWIENR

Signed by or on behalf of the Ward Administrator

Name_____

Signature_____

Date_____

2.0 TENDER

NAME OF CONTRACT_____

TO: DEPARTMENT OF WATER, IRRIGATION, ENVIRONMENT AND NATURAL
RESOURCES

(Name of contractor, address and Telephone Number)

1.Having examined the drawings, conditions and conclusion of the tender, specifications, schedules and bills of quantities for the works described in this document, we the undersigned, offer to construct, complete and maintain the whole of the said work in conformity with the said drawings, conditions, Bill of Quantities, specifications and the appendices hereto for the sum of Kshs_____ (amount in figures)

(Amount in words) _____

_____ such
other sum may be ascertained in accordance with the said conditions.

2. We undertake once our tender is accepted, to commence works within seven (7) days of receipt of the engineers order to commence and to complete and deliver the whole of the works compressed in the contract within 45 days calculated from the last day of the aforesaid period in which the works are to be commenced.

3. This agreement is binding between the parties.

Name _____

ID No. _____

Signature _____

Date _____

Address _____

Contractors Witness

Name _____

ID No. _____

Signature _____

Date _____

Address _____

**BILLS OF QUANTITIES FOR PIPELINE EXTENTION TO SIO PORT MARKET
AND POLICE LINE**

AGENG'A NANGUBA WARD

ITEM NO.	DESCRIPTION	UNIT	Qty	RATE	AMOUNT
	All rates are VAT inclusive. Bill 1 PIPELINE EXTENSION.				
1.1	Supply and lay UPVC 32mm dia C/D Pipes. Rate to include, trenching, backfilling, compacting, disinfection, testing and all necessary fittings and	Length	100		

	solvent cement for connection.				
1.2	Supply and lay 1" G.I pipes. Rate to include; trenching, backfilling, compacting, disinfection, testing and all necessary fittings.	Length	7		
1.3	Construction of 1,000mm x 1,000mm standard valve chamber complete with lockable steel cover connection 1" fittings	Item	1		
	SUB TOTAL Ksh.				
	Add 5% Administrative cost				
	GRAND TOTAL - Bill 1 .Ksh.				

**BQs FOR REHABILITATION OF SHALLOW WELLS AND BOREHOLES
NAMBOBOTO / NAMBUKU WARD**

Hapala B, Khapala, Sibale Primary School, Masinde [Obano] , Sidonge, Rukanda, Sichekhe Primary School, Mulwanda, Sifujo, Khumwendi, Bukhamba ASK, Machoga, Buloma, Buheri, Sibinga Primary School, Busibi, Nangina Bunari, Khabubinga, Mudoba, Sigomere and Butaitai

BILL OF QUANTITIES

Item No.	Item Description	Unit	Qty	Rate Ksh	Amount Ksh.
	Bill 2. REHABILITATION OF SHALLOW WELLS AND BHs.				

1	Supply, Install and test Afridev Hand pump unit with all the necessary fittings and accessories.	No	2		
2	Supply and Replace Riser Pipes in the existing shallow wells /boreholes as directed	No	9		
3	Supply and Replace cylinder as directed to the satisfaction of the engineer	No	7		
4	Supply and replace bushes for the hand pump as directed on site	No	18		
5	Supply and fix the U seal to the pumping units as directed on site	No	19		
6	Supply and fix stainless steel rods for the well hand pump as directed on site.	No	29		
7	Supply and fix rod centralizers as directed on site.	No	29		
9	Supply and fix pipe centralizers as directed	No	9		
10	Allow for labor	Sum			
	Sub total Ksh.				
	Allow for 5% contingencies				
	Grand Total - Bill 2 .Ksh.				

SUMMARY

Bill	Description	Amount
1	PIPELINE EXTENSION	
2	REHABILITATION OF SHALLOW WELLS AND BHs.	
	GRAND TOTAL	

