



Ref: CWWDA/T/W/01/2020-2021

Date: 29th October 2020

Dear Bidders,

RE: TENDER No. CWWDA/T/W/01/2020-2021 FOR CLEANING OF LARGE DIAMETER BOREHOLES (500MM-1METER) BY SUPER-CHLORINATION, BRUSHING AND HIGH PRESSURE JETTING.

ADDENDUM NO.1

Reference is made to the above subject matter.

Pursuant to clause 10.1 of the Instruction to Tenders(ITT), the following sections of the bidding for the above mentioned tender has been amended as follows:

1. *Contract Data Sheet appearing on page 67-70 be deleted and replace with one below.*

Contract Data Sheet

CDS Clause	GCC Clause	Description
1	1.1	<p>A. General</p> <p>(Itemise Definitions to take the same numbering as per the General Conditions)</p> <p>The Procuring Entity is <i>Coast Water Works Development Agency, Mikindani Street off Nkrumah Road, P.O. Box 90417, Mombasa. The authorised representative is the Chief Executive Officer.</i></p> <p>The Adjudicator is <i>To be proposed by Employer from names recommended by the Chairman, Chartered Institute of Arbitrators, P.O. Box 50163 – 00200, NAIROBI</i></p> <p>The Defects Liability Period is <i>180</i> days.</p> <p>The Project Manager is <i>The Chief Executive Officer, Coast Water Works Development Agency.</i></p> <p>The name and identification number of the Contract is <i>CWWDA/T/W/012020-2021</i></p>



		<p>The Works consist of:</p> <ul style="list-style-type: none"> - <i>Mobilization of plant and Equipment and set up on site over Boreholes.</i> - <i>Super-chlorination of 9no. boreholes and high-pressure jetting.</i> - <i>Brushing of Screens (of between 500mm-800mm screens) for 9no. Boreholes.</i> - <i>Cleaning and Development of 9no. wells with compressor (single pipe airlifting) and jetting.</i> <p>The objectives of the contract are <i>provision of potable water and reliable water supply for communities in Coast Region County</i></p> <p>The Start Date shall be <i>14 days after contract signature</i></p> <p>The Intended Completion Date for the whole of the Works shall be <i>2months</i></p> <p>The following documents also form part of the Contract: <i>as listed in the contract agreement Form</i></p> <p>The Site is located at <i>Baricho Water Treatment works</i> and is defined in drawings No: <i>N/A</i></p>
2.	2.2	Indicate whether there is sectional completion <i>not specified.</i>
3.	2.3(9)	List other documents that form part of the contract if any: <i>As specified in the Form of Contract Agreement</i>
4.	3.1	<p>The language of the Contract documents is <i>English.</i></p> <p>The law that applies to the Contract is the Kenyan Law.</p>
5.	9.1	<p>Include the Schedule of Other Contractors, if any.</p> <p><i>None</i></p>
6.	10.1	<p>Include the Schedule of Key Personnel.</p> <ol style="list-style-type: none"> 1) <i>Driller with a Diploma in Civil works and minimum of 5 years' experience in drilling of boreholes</i> 2) <i>Chemical Attendant with a Certificate in Water works and minimum of 5 years' experience</i> 3) <i>Pipe Fitter with a Certificate in Water works and minimum of 5 years' experience</i> 4) <i>Mechanical/Electrical Technician with a Diploma in Civil works and minimum of 5 years' experience</i> 5) <i>Site Manger with a BSC in Civil works and 10 years' minimum experience.</i>
7.	14.1	<p>The minimum insurance covers shall be:</p> <p>(a) <i>loss of or damage to the Works, Plant, and Materials Contract Price;</i></p>

		<p>(b) loss of or damage to Equipment <i>kshs. 30,000</i>;</p> <p>(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract <i>kshs. 20,000</i>; and</p> <p>(d) personal injury or death <i>kshs.50,000</i>.</p>
8.	15.1	Site Investigation Reports available to the Tenderers are: None, Tenderers are advised to make their own arrangements to make site visits and collect necessary data.
9.	22.4	The other measures include: <ul style="list-style-type: none"> a. Minimising the number of migrant workers employed on the project and household in the site camp b. Providing access to voluntary counselling and testing (VCT) c. Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families d. Providing condoms (male and female) to workers
10.	24.1 & 47.1	The Site Possession Date shall be <i>14 days after contract signature</i>
11.	28.2	Hourly rate of Fees payable to the Adjudicator is: <i>KShs 20,000.00</i> Types of reimbursable expenses to be paid to the Adjudicator include: <ul style="list-style-type: none"> <i>a) Transport,</i> <i>b) Communication</i> <i>c) Accommodation</i>
12.	28.3	Arbitration will take place at Mombasa, Kenya in accordance with rules and regulations published by “Chartered Institute of Arbitrators (Kenya Chapter) Arbitration rules as at present in force.
13.	29.1	Appointing Authority for the Adjudicator: Chartered Institute of Arbitrators
B. Time Control		
14.	30.1	The Contractor Shall Submit a Programme for the Works within 7 days of delivery of the Letter of Acceptance.
15.	30.3	The period between Programme updates is <i>14 days</i> .
16.	30.3	The amount to be withheld by the Project Manager in the case the contractor does not submit an updated programme is: Ksh. 50,000.00.

C. Quality Control		
17.	38.1	The Defects Liability Period is 180 days.
D. Cost Control		
18.	45.7	Minimum Amount of Interim Payment Certificate will be <i>N/A</i>
19.	46.1	The interest rate shall be 1% above prevailing interest rate for commercial borrowing from the contractors' bank
20.	47.1(a)	The Site Possession Date shall be <i>21 days after contract signature</i> .
21.	50	The contract <i>is not</i> subject to price adjustment in accordance with Clause 50 of the General Conditions of Contract.
22.	51.1	The amount of retention is 10% of value of works of Interim Payment Certificate.
		Limit of retention will be 10% of contract price.
23.	52.1	The rate of liquidated damages is <i>0.1% of contract price per day</i>
	52.1 62.2 (g)	The maximum amount of liquidated damages is 10% of the Contract Price
24.	53.1	The bonus for early completion is <i>N/A</i>
25.	54.1	The amount of advance payment shall be <i>N/A</i>
		Monthly Recovery of Advance Payment: <i>N/A</i>
26.	55.1	The Performance Security shall be 10 percent of the contract price.
E. Finishing the Contract		
27.	61.1	As built drawings shall be supplied by the contractor by one week after the date of completion of the works.
28.	61.2	The amount to be withheld by the Client in the case the contractor does not submit as built drawings is Ksh. 50,000.00
29.	63.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, is 30 % .

2. *Evaluation Criteria shown below to inserted after page 99 of the bidding documents*

A. Preliminary Mandatory Requirements

- a) A tenderer complies with all the eligibility requirements provided for under section 55 of the Act;
 - o the person has the legal capacity to enter into a contract for procurement
 - o the person is not insolvent, in receivership, bankrupt or in the process of being wound up;
 - o the procuring entity is not precluded from entering into the contract with the person under section 38 of this Act;
 - o the person and his or her sub-contractor, if any, is not debarred from participating in procurement proceedings under Part IV of this Act;
 - o the person has fulfilled tax obligations (TCC & PIN)
 - o the person has not been convicted of corrupt or fraudulent practices;
 - o NCA 8 and above in Water Works
 - o Borehole Drilling, Equipping & Servicing Contractors in Class A and Class B registration with the Ministry of Water
- b) the tender has been submitted in the required format and serialized in accordance with section 74(1)(i) of the Act;
- c) any tender security submitted is in the required form, amount and validity period, where applicable;
- d) the tender has been duly signed by the person lawfully authorised to do so through the power of attorney;
- e) the required number of copies of the tender have been submitted;
- f) the tender is valid for the period required;
- g) the document to be paginated
- h) Local Business Permit
- i) Ensure your firm is e- citizen linked
- j) Dully filled, signed and stamped price schedules & Bill of quantities.
- k) Authority to seek references from the Tenderer's bankers.
- l) Submit Anti-Corruption Declaration Commitment/ Pledge

B. TECHNICAL /FINANCIAL EVALUATION

- a) Access to Liquid assets
- b) Minimum average annual construction turnover
- c) General construction experience
- d) Minimum contracts of similar experience
- e) Key Personnel
- f) Equipment

Yours Faithfully,



JACOB K. TORUTT
CHIEF EXECUTIVE OFFICER