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RECORDS SECTION  
COUNTY ASSEMBLY OF BUNGOMA  
20 JUN 2023  
RECEIVED  
P O Box 1886 50200, BUNGOMA

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF BUNGOMA  
MINISTRY OF HEALTH



OFFICE OF THE COUNTY EXECUTIVE COMMITTEE MEMBER

Telephone: 055-30343

Cell Phone: 0725393939

E-mail: health@bungoma.go.ke

Our Ref: CG/BGM/MOH/CEC/COUNTY ASSEMBLY VOL.1/33

County Executive Offices

Fifth Floor

P.O. BOX 437, BUNGOMA

16<sup>th</sup> June, 2023

THE CLERK OF THE ASSEMBLY  
COUNTY GOVERNMENT OF BUNGOMA  
P.O. BOX 1886 – 50200  
**BUNGOMA**

**REF: STATUS OF THE CONSTRUCTION OF KAPTALELIO DISPENSARY  
MARTENITY WING IN KAPTAMA WARD**

The above subject matter refers.

Reference is made to your letter dated 7<sup>th</sup> June, 2023 referenced BCA/CC/SECT/5  
VOL.II (37) requesting:

1. The budgetary allocation for the project and the financial year;
2. Procurement process; tender advert, evaluation report, professional opinion from the head of supply chain management and the name of the contractors who won the tender.
3. The total contract sums and how much has been paid so far;
4. The contract period (provide the contract agreement);
5. Explain the level of work so far done;
6. Explain the steps the department is taking to complete the project and operationalize the same;
7. Explain the steps the department is taking to forestall such cases in the implementation of projects.

COUNTY EXECUTIVE MEMBER  
FOR HEALTH  
BUNGOMA COUNTY  
P. O. Box 437-50200, BUNGOMA

DR ANDREW WAMALWA  
**CECM HEALTH AND SANITATION**

Copy to:  
Chief Officer Health and Sanitation



# REPUBLIC OF KENYA

COUNTY GOVERNMENT OF BUNGOMA  
DEPARTMENT OF HEALTH AND SANITATION  
OFFICE OF THE COUNTY CHIEF OFFICER



Cell phone: 0725393939

E-mail: [health@bungoma.go.ke](mailto:health@bungoma.go.ke)

Our Ref: CBG/MOH/FIN/MEMO/VOL.1/22

County Executive Offices  
Fifth Floor  
P.O. BOX 437 - 50200  
**BUNGOMA**  
16<sup>th</sup> June, 2023

## SUMMARY REPORT

S/N	PARTICULARS	DETAILS
1.	CONTRACTOR	NAFTALI LOUIS AND BROTHERS COMPANY LTD
2.	PROJECT NAME	CONSTRUCTION OF KAPTALELIO DISPENSARY MARTENITY WING IN KAPTAMA WARD
3.	PROJECT SUM	KES 1,790,650
4.	PAYMENT MADE	KES 520,578.72
5.	PAYMENT BALANCE	KES 1,270,071.28
6.	PROJECT DURATION	12 WEEKS(3 MONTHS)
7.	FINANCIAL YEAR	FY 2020/2021
8.	PROJECT STATUS	RING BEAM LEVEL
9.	STEPS BY DEPARTMENT	THE DEPARTMENT HAS CONTACTED THE CONTRACTOR TO RESOLVE THE ISSUES ABOUT THE PROJECT
10.	WAY FORWARD	THE DEPARTMENT HAS SOUGHT THE INTERVENTION OF THE PROJECT MANAGER FROM THE DEPARTMENT OF PUBLIC WORKS



COUNTY GOVERNMENT



OFFICE OF THE DIRECTORATE OF SUPPLY CHAIN

From: Ag. Director Supply Chain Management	To: Accounting Officer-Health and Sanitation
Ref: 786849-2019-2020 Date: 27 <sup>th</sup> May, 2020	

**TENDER NAME: ERECTION AND COMPLETION OF MATERNITY WING AT KAPTALELIO DISPENSARY**

The above matter refers,

The following comments have been prepared in fulfillment of the requirements of section 84 of the Public Procurement and Asset Disposal Act, 2015 (PP&AD, ACT, 2015).

S/no	Item	Description
1	Tender Description	ERECTION AND COMPLETION OF MATERNITY WING AT KAPTALELIO DISPENSARY
2	User department	HEALTH AND SANITATION
3	Source of funds	EXCHEQUER
4	Funds availability	2019-2020 BUDGET(1,500,000 )
5	Method of procurement	RESTRICTED TENDER

**Procurement Process**

I have reviewed the tender evaluation report generated from the IFMIS Portal and noted the following:-

Your requisition Ref No. CG/BGM/WBP/HLT/VOL.24/FY2019/20 dated 28<sup>th</sup> February, 2020 by your office formed the subject matter.

- i. The bidders were invited on Wednesday, 13<sup>th</sup> May, 2020 through Restricted Tender in the IFMIS system where 14 bidders registered under Building Works Category were invited.
- ii. The tender closed automatically through the IFMIS on Thursday, 21<sup>st</sup> May, 2020 at 11.00am local time and was opened electronically through the same IFMIS Portal by a committee appointed by your office through a letter CG/BGM/SCM/HLT/VOL.1/123 dated 19<sup>th</sup> May.


2020. Out of the 14 invited bidders, 2 bidders submitted the bids as per the opening records from the opening committee.

- iii. The appointment of the tender evaluation committee (Scorers and the Unsealers) by your office was done vide Memo Ref: CG/BGM/SCM/HLT/VOL.1/108 dated 21<sup>st</sup> May, 2020 to attend to the evaluation in accordance with the requirements of section 46 of the PPAD, ACT, 2015. This was done in the system.
- iv. The tender evaluation process was undertaken and a tender evaluation report submitted by the tender evaluation committee (Scorers and Unsealers). We have reviewed the said report and observed that the process followed, complied with the requirements of Section 80 of PPAD, ACT, 2015 on evaluation of tenders.
- v. We also appreciate that the report was generated by the IFMIS system where technical and financial points awarded and the bidder ranked accordingly. The evaluation committee recommended the award to highly ranked and lowest evaluated bidder **M/S NAFTALI LOUIS AND BROTHERS COMPANY LIMITED OF P.O. BOX 2358-50200 BUNGOMA** at a quoted tender sum of **Kshs. 1,790,650.00 (One Million Seven Hundred Ninety Thousand Six Hundred Fifty Shillings Only)** all taxes inclusive.

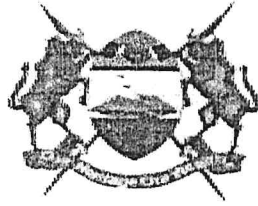
#### OUR OPINION

In view of the above, it's our opinion that the procurement process of the aforementioned tender complied with the provisions of the Public Procurement and Asset Disposal Act, 2015 and we uphold the ranking made in the system.

The Accounting Officer **Health and Sanitation** is hereby presented with the original evaluation report generated from the IFMIS and this Professional Opinion and request is hereby made for your review of the Evaluation Report and our Professional Opinion to enable you make decision as you deem appropriate.

  
ALEX MUSONYE ODANGA  
Ag. DIRECTOR SUPPLY CHAIN MANAGEMENT

COUNTY GOVERNMENT OF BUNGOMA



THE COUNTY CHIEF OFFICER, MINISTRY OF HEALTH AND  
SANITATION

*Between*

THE COUNTY GOVERNMENT OF BUNGOMA

*And*

M/S NAFTALI LOUIS AND BROTHERS COMPANY LIMITED

*For*

ERECTION AND COMPLETION OF MATERNITY WING AT  
KAPTALELIO DISPENSARY

NEGOTIATION NO786849-3-2019/2020

*JUNE,2020*

Contract Agreement

THIS AGREEMENT, {hereinafter called "the CONTRACT} is made on...11.....Day of June, 2019 between THE COUNTY GOVERNMENT OF BUNGOMA whose registered office is situated at MOI AVENUE BUNGOMA TOWN and of P.O BOX 437-50200 BUNGOMA (Hereinafter called "the Client/Procuring entity/Employer") of the one part and M/s NAFTALI LOUIS AND BROTHERS COMPANY LIMITED of P.O BOX 2358-50200 BUNGOMA whose registered office is situated and located at Bungoma- (hereinafter called "the Contractor") on the other part;

WHEREAS THE Client/Procuring entity/Employer is desirous that the Contractor executes ERECTION AND COMPLETION OF MATERNITY WING AT KAPTALELIO DISPENSARY as set out in Tender Negotiation No. 786849-3-2019/2020 (hereinafter referred to as "the Works") KAPTAMA and the Employer has accepted the tender submitted by the Contractor for the execution and completion of the Works and the remedying of defects therein, The contractor is willing and has accepted to execute the Works respectively as per the details set out in Tender negotiation No. 786849-3-2019-2020

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.
2. **Documents Constituting the Contract**  
The following documents shall be deemed to form and shall be read and construed as part of this Agreement, namely;
  - (i) Invitation to Tender/tender notice.
  - (ii) Instructions to tenderers.
  - (iii) The General Conditions of Contract.
  - (iv) The Special Conditions of Contract.
  - (v) Appendix to Conditions of Contract.
  - (vi) The procuring entity's letter of notification of tender award
  - (vii) Letter of Acceptance by the Tenderer/contractor.



(viii) The Form of Tender:

- (ix) Technical Specifications and Drawings.
- (x) Priced Bills of Quantities/Priced Schedule of Rates.
- (xi) Schedule of requirements.
- (xii) Tender Form and Price Schedules submitted by the bidder.
- (xiii) Tender Security Form.
- (xiv) Performance Security Form.
- (xv) The Confidential Business Questionnaire.

Where the provisions of any of the documents listed above are in conflict with the provisions of this Agreement, the latter shall prevail.

3. Execution and Works Completion

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity with all respects with the provisions of the Contract.

4. Work's

The contractor shall construct and install the works in accordance with the specifications and drawings. The works may commence on the start date and shall be carried out in accordance with the program submitted by the contractor, as updated with the approval of the Project manager, and complete them by the intended completion date. The works to be executed under this Contract Agreement for **ERECTION AND COMPLETION OF MATERNITY WING AT KAPTALELIO DISPENSARY** shall comprise mainly but are not limited to the Demolitions, Substructures, Excavations, Disposal of water, Planking and strutting, Filling, Concrete work, Reinforcement, Sawn formwork to insitu concrete, Walling, Damp proof membranes, Plinth Finishes, Paving slabs, Collection, Reinforced concrete frame, Formwork to insitu concrete, Stairs and balustrade, Balustrades, Roofing, Carpentry, Boarding, Rainwater Installations, Painting and Decoration, Doors and Windows, Metal work, Ironmongery,

Finishes, Fittings and Fixtures, Painting, External Fencing, Civil Works, Associated Mechanical and Electrical installations, K.P.L service line and any other activity not listed above but may be deemed necessary and instructed by the Project Engineer as set out in Tender Negotiation No. 786849-3-2019/2020

5. Works Performance Standards

- a) The Contractor and the Employer in the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein as described in the documents enlisted in clause 4 above shall establish an instrument to be signed by their respective representatives for evaluation at each installation site.
- b) The Contractor undertakes to execute high quality works and to perform the works to the highest standards required of such a task.
- c) The Contractor undertakes and guarantees to provide the contracted Works as per the specifications set out in the Tender Document and shall meet the general deliverables detailed therein. The employer's Project Officers shall on daily basis and on such other periodic intervals verify that the said deliverables are met and prepare an appropriate report with recommendations which together with a monthly summary of the works standard attained, shall accompany the invoices for payment.

6. Warranty

- a) The Contractor warrants that it has the appropriate licenses and authorizations required to **ERECTION AND COMPLETION OF MATERNITY WING AT KAPTALELIO DISPENSARY** as set out in Tender Negotiation No.786849-3-2019-2020 located in KAPTAMA in Bungoma County and to undertake the upgrading and carry out any relevant works hereto and shall at all times during the currency of this Agreement continue to have the said licenses and authorizations.

- b) The Contractor further warrants that the Materials supplied are free from any manufacturer's defect and grant a warranty for a period of 12 months starting from the date of the relevant Site Acceptance Test Certificate. For any item for which a manufacturer's warranty is granted, such warranty will be transferred "as is" in lieu of any other warranty.
- c) During the warranty period the defective materials will be repaired or replaced free of charge within a reasonable time from the date the Contractor is notified in writing of such failure by the Employer or from the date the failed material is sent for repair, provided that they have been used and maintained in accordance with the related Instructions Manuals and have not been subject to unauthorized repair or alterations.
- d) The original period of warranty, of the repaired equipment under warranty, will be extended for a period equivalent to the time required for said repair. If the equipment is replaced, the original warranty period will be applied for the replaced equipment.
- e) The Contractor shall not be liable for any event not attributable to The Contractor's fault, or from bad handling or storage, improper use, change or repair done by the Employer or any third party.

## 7. Confidentiality

The Contractor, its staff and employees acknowledges that in dealing with the Employer pursuant to this Agreement it may come across information, which is confidential and proprietary to the Employer, disclosure or use of which might result in damage or loss to the business or affairs of the Employer. It is therefore agreed that the Contractor shall keep all such information Private and confidential, emphasize the same on its employees and staff and may only disclose the same without the prior written consent of the Employer or unless ordered to do so by an order of a Court of competent jurisdiction or is required by law to do so or unless such information is already in the public domain. For the avoidance of

doubt it is agreed that the provisions of this clause shall survive the termination of this Agreement.

**8. Payments**

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works **ERECTION AND COMPLETION OF MATERNITY WING AT KAPTALELIO DISPENSARY** as set out in Tender Negotiation No. 732798/2018-2019 located in **KAPTAMA** in **Bungoma County** and the remedying of defects therein, 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 as per the application of payment made by the contractor in relation to the work performed through issuance of certificate by the project manager.

**9. Term**

The Contractor shall execute the works for a term of Twenty four Weeks (24), Six {6} Months from date of Possession of the site ..... to ..... Both days inclusive ("the Contract Period") The parties may mutually, in writing, extend the said period for such duration and on such terms as may be agreed subject to compliance with procurement laws

**10. Project Administration**

The Client designates Project Resident Engineer in the office of Public Works as the Project Coordinator for purposes of this Agreement. The Project Coordinator will be responsible for the coordination of activities under this Agreement, acceptance and approval of any reports from the Contractor and of other deliverables by the Client and for receiving and approving invoices for payment. The Contractor shall liaise with the Project Coordinator to ensure that the scope of the work is clearly defined, the set activities are properly implemented and that the desired deliverables are achieved

**11. Contract Price**

For satisfactory works rendered pursuant this Agreement, the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs 1,790,650 (ONE MILLION, SEVEN HUNDRED AND NINETY THOUSANDS, SIX HUNDRED AND FIFTY SHILLINGS ONLY) inclusive of all applicable taxes (hereinafter referred to as "the Contract Price").

12. **Schedule of Payments, Payment Conditions & Final Account.**

The Contract Price shall be paid in the manner stated below in Kenyan Shillings, unless otherwise mutually agreed, after submission by the Contractor of invoices (in duplicate) to the Project Coordinator;

- i. Monthly payment and according to actual measurement of work done and materials delivered as per the certificates
- ii. Half retention fee after practical completion.
- iii. ~~Last retention after defects liability period-6{Six} Months~~

13. **Liability and Insurance**

The Contractor will be primarily responsible for and shall be taking out any appropriate insurance cover against, among other risks, Personal injury; loss of or damage to the works, materials and plant; and loss of or damage to property in relation to the execution and completion of the Works and the remedying of defects therein under this Contract including those for its staff. The Contractor shall at the earliest opportunity and if requested by the Employer furnish details of such insurance to the Employer for the latter's acknowledgement and records.

**Notices and Communication**

All notices required to be given hereunder shall be sufficiently given if delivered or sent by post addressed as set out below or to such other address as may be designated by either party by written notice to the other by delivery, registered post, or by facsimile at the numbers provided here below:

If to the Client      COUNTY CHIEF OFFICER  
HEALTH AND SANITATION  
COUNTY GOVERNMENT OF BUNGOMA,  
P.O. BOX 437 - 50200, BUNGOMA.

If to the Contractor: DIRECTOR,  
NAFTALI LOUIS AND BROTHERS COMPANY LIMITED  
P.O BOX 2358-50200  
BUNGOMA.

15. Assignment

The Contractor may subcontract with the approval of the project Manager, but may NOT assign this Contract or sub-contract or any portion of it without the Employer's prior written consent. Subcontracting shall Not alter the contractor's obligations.

16. Waiver

Subject to applicable law, no delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. For any waiver, to be effective, the same must be in writing.

17. Entire Agreement and Variation

This Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Agreement and may not be varied except by an agreement in writing signed by the parties to this Agreement.

18. Severability

If any provision of this agreement or provision thereof shall to any extent be illegal, invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and solely each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The parties shall negotiate in good faith the text of a provision, which shall replace the provision which is affected by such invalidity or alternatively, if it is deemed necessary not to replace such provision, the parties shall agree to restructure the transaction in such a way that the scope of the affected provision shall be maintained.

19. Indemnity

The Contractor agrees to indemnify The Employer from and against all losses, claims, damages, liabilities, proceedings and all related expenses, including court and legal fees, occasioned by any claim against The Employer arising out of dishonesty, failure, negligence or willful misconduct of the Contractor or its employees and/or servants and agents in relation to the works executed.

20. No Partnership or Agency or Employment Relationship

This Agreement shall in no way be interpreted as constituting a partnership, agency or employment relationship between the Employer and The Contractor or its employees and/or servants and agents.

21. Force Majeure

- a) Neither party shall be held liable for or in respect of any loss or damage or deemed to be in default for any delay or failure in performance of its obligations under this Agreement resulting from force majeure circumstances. Such circumstances shall include but not be limited to war, riots, usurped

IN WITNESS WHEREOF the parties thereto have caused this Agreement to be executed in accordance with their respective laws the day and year first before written. Signed Sealed, and Delivered by the said

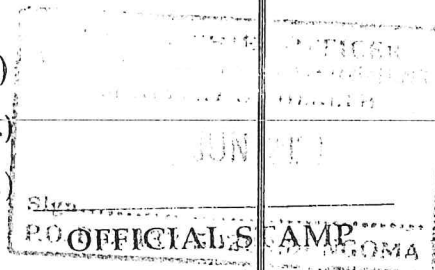
1. THE COUNTY CHIEF OFFICER, MINISTRY OF HEALTH AND SANITATION

Full Name.....PATRICK WANDILI.....)

Signature.....*[Handwritten Signature]*.....)

Date.....11/06/2020.....)

{For and on behalf of the Employer}



In the presence of:

2. COUNTY LEGAL AFFAIRS ADVISOR.

Full Name.....CHRIS S. WANYA.....)

Signature.....*[Handwritten Signature]*.....)

Date.....11/06/2020.....)

OFFICIAL STAMP

3. DIRECTOR NAFTALI LOUIS AND BROTHERS COMPANY LIMITED.

Full Name.....MAXIMILA MUYENGE MUKHANI.....)

Signature.....*[Handwritten Signature]*.....)

Date.....11/06/2020.....)

{The Tenderer/Contractor}

OFFICIAL STAMP

4. SECRETARY M/S NAFTALI LOUIS AND BROTHERS COMPANY LIMITED

Full Name.....STEPHAN CHICHOPE.....)

Signature.....*[Handwritten Signature]*.....)

Date.....11/06/2020.....)



a) The Contract shall be governed by the Laws of Kenya and the language of the Contract shall be English Language.

b) The Contractor shall ensure that it complies with all the laws and regulations in particular those that relate to execution and completion of the Works and the remedying of defects therein and shall, in respect of all persons employed by it anywhere for purposes of this Agreement observe and fulfill the conditions stipulated by the relevant laws of Kenya.

IN WITNESS WHEREOF the parties thereto have caused this Agreement to be executed in accordance with their respective laws the day and year first before written.

Signed Sealed, and Delivered by the said

1. THE COUNTY CHIEF OFFICER, MINISTRY OF HEALTH AND SANITATION

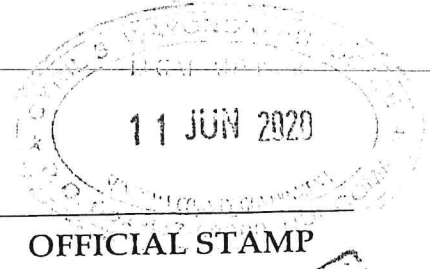
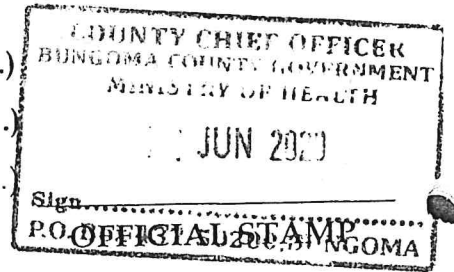
Full Name..... PATRICK WANDILI .....)  
Signature..... [Signature] .....)  
Date..... 11/06/2020 .....

{For and on behalf of the Employer}

In the presence of:

2. COUNTY LEGAL AFFAIRS ADVISOR.

Full Name..... STEPH C WAKORU .....)  
Signature..... [Signature] .....)  
Date..... 11/06/2020 .....



3. DIRECTOR NAFTALI LOUIS AND BROTHERS COMPANY LIMITED.

Full Name..... MAXIMILA MUYENGO MAKHARU .....)  
Signature..... [Signature] .....)  
Date..... 11/06/2020 .....

{The Tenderer/Contractor}



OFFICIAL STAMP

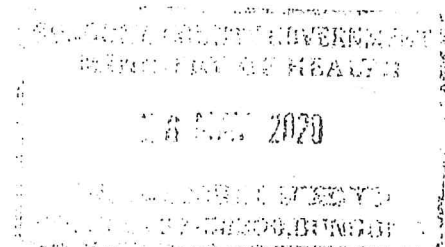
4. SECRETARY M/S NAFTALI LOUIS AND BROTHERS COMPANY LIMITED

Full Name..... STEPH C WAKORU .....)  
Signature..... [Signature] .....)  
Date..... 11/06/2020 .....

**NAFTAL, LOUIS AND BROTHERS COMPANY LIMITED**  
**P.O BOX 2358-50200,**  
**BUNGOMA.**

Date: 28/05/2020

County Chief Officer,  
Ministry Of Health and Sanitation  
County Government of Bungoma  
P.O Box 437-50200,  
Bungoma



Dear Sir/Madam,

**RE: ACCEPTANCE FOR ERECTION AND COMPLETION OF MATERNITY WING**  
**AT KAPTALELIO DISPENSARY NEGOTIATION NO.RFQ.786849-3-2019-2020**

We write this letter to sincerely accept to the above mentioned works. We thank you for having trust in our company.

We will adhere to the procurement rules and regulations. Looking forward to partner with you to make our county great and better

Thanks in advance.

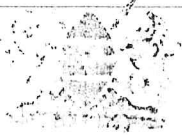
Yours faithfully,

MAXIMILLA MUTENYO MAKHANU

Director

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REPUBLIC OF KENYA



COUNTY GOVERNMENT OF BUNGOMA  
MINISTRY OF HEALTH  
OFFICE OF THE COUNTY CHIEF OFFICER



Telephone: 0722-292090  
Email: patrickwandili@yahoo.com

County Executive Offices 5<sup>th</sup> Floor,  
P.O. BOX 437,  
BUNGOMA

When replying please quote:  
Our Ref: 786849-3-2019/2020

28<sup>th</sup> MAY, 2020

M/S NAFTALI LOUIS AND BROTHERS COMPANY LIMITED,  
P.O. BOX 2358-50200  
BUNGOMA

Dear Sir/Madam,

RE: AWARD FOR ERECTION AND COMPLETION OF MATERNITY WING AT  
KAPTALELIO DISPENSARY NEGOTIATION NO; 786849-3-2019/2020

NOTIFICATION OF AWARD

This is to notify you of the County Government's acceptance of the tender for the above captioned subject matter in the amount of Kshs. 1,790,650 (ONE MILLION, SEVEN HUNDRED AND NINETY THOUSAND, SIX HUNDRED AND FIFTY SHILLINGS ONLY) inclusive of all provisions of all taxes where applicable.

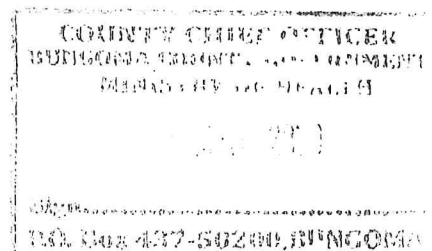
You are required to give formal written unconditional acceptance of this offer within 7 days from the date of this letter.

This notification of award shall lead to conclusion of a contract between the parties, which shall be confirmed through signing of the contract by you and the employer/procuring Entity within (21) days but not earlier than (14) days of this letter.

For any inquiries appertaining to this communication, contact the undersigned.

Thank you

**PATRICK WANDILI**  
**CHIEF OFFICER HEALTH AND SANITATION**



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# GOK IFMIS Evaluation Matrix Report

4/11/20  
5/1/20

25-MAY-20 08:24 PM

Tender Title	Responsible Tender /86349-2019/2020
Bidding Unit	Bungoma - Health, Water and Sanitation
Description	REVISION AND COMPLETION OF MATERNITY AT KAPTALELIO DISPENSARY
Bidding Date	17 Sep 2020
Threshold	80

### Primary Evaluation

Suppliers who fail to meet any of the criteria will not proceed to the next stage

Criteria	Cardio Cloud Africa Limited	Naftali Louis And Brothers Company Limited
Registration is valid	Yes	Yes
Does not have a financial attachment to another bidder	Yes	Yes
Copy of Registration Certificate (KRA) and a copy of the tax return for the last 12 months	Yes	Yes
Copy of PAF, Water and Sanitation Department for the last 12 months	Yes	Yes
Copy of Statutory Declaration of Compliance with the Public Procurement Act	Yes	Yes
Copy of company certificate of compliance with the Public Procurement Act	Yes	Yes
Best copy of the NDA and VOT certificate issued by KRA	Yes	Yes
Best copy of value for compliance certificate issued by the Kenya Revenue Authority	Yes	Yes
Best available copy of production record for the last 12 months for the tender items	Yes	Yes
Copy of copy of the Financial Statement	Yes	Yes
<b>OVERSIGHTING</b>	<b>PASS</b>	<b>PASS</b>

### Technical Evaluation

Suppliers who fail to meet any of the criteria given will not proceed to the next stage

The following are details of the Technical evaluation

Criteria	Supplier	Cardio Cloud Africa Limited	Naftali Louis And Brothers Company Limited	Naftali Louis And Brothers Company Limited	Naftali Louis And Brothers Company Limited	Naftali Louis And Brothers Company Limited
Technical Proposal	SECRETED	SECRETED	SECRETED	SECRETED	SECRETED	SECRETED
Technical Score		5	5	5	5	5
Weighted Score		5	5	5	5	5

[Handwritten Signature]

[Handwritten Signature]

NOT ON FILE





# GOK IFMIS Evaluation Matrix Report



25-MAY-20 08:24 PM

Project Title	Respected Tender /BGB/19/2019/2020
Project Unit	Bangalore Health, Water and Sanitation
Project Location	PREPARED AND COMPLETION OF MATERNITY AT KAPTALELIG DISPENSARY
Project Start Date	17 Sep 2020
Project End Date	00

**Technical Evaluation**  
 Evaluation is based on maximum score given.  
 Bidders who fail in any of the criteria given will not proceed to the next stage.  
 Following are details of the Technical evaluation

Sl. No.	Supplier	Andhra Chaitanya Enterprises Pvt. Ltd.	Andhra Chaitanya Enterprises Pvt. Ltd.	Andhra Chaitanya Enterprises Pvt. Ltd.	Andhra Chaitanya Enterprises Pvt. Ltd.	Andhra Chaitanya Enterprises Pvt. Ltd.	Andhra Chaitanya Enterprises Pvt. Ltd.
Score	Max score	MATHEBANA	MATHEBANA	MATHEBANA	DRUMUP	MATHEBANA	MATHEBANA
1	10	10	10	10	10	10	10
2	10	10	10	10	10	10	10
3	10	10	10	10	10	10	10
4	10	10	10	10	10	10	10
5	10	10	10	10	10	10	10
6	10	10	10	10	10	10	10
7	10	10	10	10	10	10	10
8	10	10	10	10	10	10	10
9	10	10	10	10	10	10	10
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11	10	10	10	10	10	10	10
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# GOK IFMIS Evaluation Matrix Report

25-MAY-20 08:24 PM

*Jim*

Title	Restricted Tender- 786849 2019/2020
Organizing Unit	Bungoma - Health, Water and Sanitation
Description	ERECTOR AND COMPLETION OF MATERNITY AT KAPTALELIO DISPENSARY.
Posting Date	17-Sep-2020
Threshold	60

**TECHNICAL SCORE SUMMARY**

Bidder Name	Pre Technical Score	Maximum Score	Technical Score
Nattali Louis And Brothers Company Limited	72	100	70
Cardio Cloud Africa Limited	72	100	70

Financial Evaluation  
 Evaluation is based on quoted amount  
 following are the details of the financial evaluation results.

Bid No	Bidder	Technical Score	Bid Amount
1	Cardio Cloud Africa Limited	70	2,434,816.80
2	Nattali Louis And Brothers Company Limited	70	1,790,650.00
3	Benzex Limited	0	

**AWARD EVALUATION TABLE FOR AWARD**

Bid No	Bidder	Technical Score	Bid Total Price Points	Total Points	Total Points Rank	
01	Nattali Louis And Brothers Company Limited	70	1,790,650.00	30.00	100.00	1
02	Cardio Cloud Africa Limited	70	2,434,816.80	22.06	92.06	2

*Handwritten signature*





*DCI*  
*7/18*

COUNTY GOVERNMENT OF BUNGOMA  
MINISTRY OF HEALTH  
OFFICE OF THE COUNTY EXECUTIVE COMMITTEE MEMBER

Telephone: 055-30343  
Cell Phone: 0725393939  
E-mail: health@bungoma.go.ke  
Our Ref: CG/BGM/MOH/CEC/COUNTY ASSEMBLY VOL.1/32

County Executive Offices  
Fifth Floor  
P.O. BOX 437, BUNGOMA  
16<sup>th</sup> June, 2023

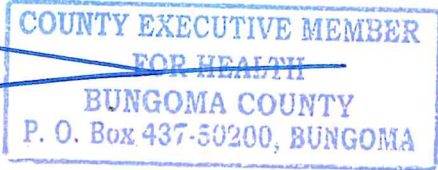
THE CLERK OF THE ASSEMBLY  
COUNTY GOVERNMENT OF BUNGOMA  
P.O. BOX 1886 – 50200  
**BUNGOMA**

*ICT*  
*Scan and circulate to*  
*Hon Members*  
*20/06/23*

**RE: STATUS OF THE CONSTRUCTION OF KABULA MARKET MODERN TOILETS**

Reference is made to your letter dated 7<sup>th</sup>, June, 2023 referenced BCA/CC/SECT/5 VOL.II(38) on the above subject matter refers.

1. The name of the contractor;
2. The total contract sum and how much has been paid so far;
3. The contractor period (provide the contract agreement);
4. State whether works are complete and if not:
  - a) Explain why the project is not complete;
  - b) When will the project be completed and handed over the community?
  - c) Explain the steps the Department is taking to forestall such cases in the implementation of projects in the department



**DR ANDREW WAMALWA**  
**CECM HEALTH AND SANITATION**

**Copy to:**

**Chief Officer Health and Sanitation**



# REPUBLIC OF KENYA

COUNTY GOVERNMENT OF BUNGOMA  
DEPARTMENT OF HEALTH AND SANITATION  
OFFICE OF THE COUNTY CHIEF OFFICER



Cell phone: 0725393939

E-mail: [health@bungoma.go.ke](mailto:health@bungoma.go.ke)

County Executive Offices  
Fifth Floor

P.O. BOX 437 - 50200

BUNGOMA

16<sup>th</sup> June, 2023

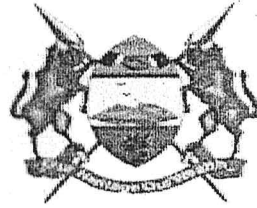
Our Ref: CBG/MOH/FIN/MEMO/VOL.1/22

S/N	PARTICULARS	DETAILS
1.	CONTRACTOR	TASLIM GLOBAL VENTURES LIMITED
2.	PROJECT NAME	CONSTRUCTION OF KABULA MARKET MODERN TOILETS
3.	PROJECT SUM	2,295,848.80
4.	PAYMENT MADE	1,606,507
5.	PAYMENT BALANCE	689,341.80
6.	PROJECT DURATION	20 weeks (5months)
7.	FINANCIAL YEAR	2019/2020
8.	PROJECT STATUS	PROJECT COMPLETE
9	HANDING OVER	CONTRACTOR AWAITING SETTELEMNT OF FINAL ACCOUNTS BEFORE HANDING OVER
10	STEPS BY DEPARTMENT	THE DEPARTMENT WILL EXPEDITE PAYMENT TO THE CONTRACTOR AS SOON AS POSSIBLE
11.	WAY FORWARD	THE DEPARTMENT TO TAKE OVER THE PROJECT SOON THE INSPECTION AND ACCEPTANCE COMMITTEE REPORT IS AVAILED AND HANDING OVER IS DONE.





COUNTY GOVERNMENT OF BUNGOMA



THE COUNTY CHIEF OFFICER, MINISTRY OF HEALTH AND  
SANITATION

*Between*

THE COUNTY GOVERNMENT OF BUNGOMA

*And*

M/S TABLIM GLOBAL VENTURES LIMITED

*For*

CONSTRUCTION OF KABULA MARKET MORDEN TOILETS IN KABULA  
WARD

NEGOTIATION NO: 788783-2019/2020.

*APRIL, 2020*

Contract Agreement

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THIS AGREEMENT, {hereinafter called "the CONTRACT} is made on.....Da  
June, 2019 between THE COUNTY GOVERNMENT OF BUNGOMA whose registe  
office is situated at MOI AVENUE BUNGOMA TOWN and of P.O BOX 437-50  
BUNGOMA (Hereinafter called "the Client/Procuring entity/Employer") of the  
part and M/s TASLIM GLOBAL VENTURES LIMITED of P.O BOX 104390 NAIROBI  
whose registered office is situated and located at Bungoma- (hereinafter called "  
Contractor") on the other part;

WHEREAS THE Client/Procuring entity/Employer is desirous that the Contract  
executes CONSTRUCTION OF KABULA MARKET MORDEN TOILETS  
KABULA WARD BUNGOMA COUNTY as set out in Tender Negotiation No. 788783-  
2019/2020 (hereinafter referred to as "the Works") KABULA WARD and the Employer  
has accepted the tender submitted by the Contractor for the execution and completion  
of the Works and the remedying of defects therein, The contractor is willing and has  
accepted to execute the Works respectively as per the details set out in Tender  
negotiation No. 788783-2019/2020

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.
2. **Documents Constituting the Contract**  
The following documents shall be deemed to form and shall be read and  
construed as part of this Agreement, namely;
  - (i) Invitation to Tender/tender notice.
  - (ii) Instructions to tenderers.
  - (iii) The General Conditions of Contract.
  - (iv) The Special Conditions of Contract.
  - (v) Appendix to Conditions of Contract.
  - (vi) The procuring entity's letter of notification of tender award.
  - (vii) Letter of Acceptance by the Tenderer/contractor.



- (viii) The Form of Tender.
- (ix) Technical Specifications and Drawings.
- (x) Priced Bills of Quantities/Priced Schedule of Rates.
- (xi) Schedule of requirements.
- (xii) Tender Form and Price Schedules submitted by the bidder.
- (xiii) Tender Security Form.
- (xiv) Performance Security Form.
- (xv) The Confidential Business Questionnaire.

Where the provisions of any of the documents listed above are in conflict with the provisions of this Agreement, the latter shall prevail.

#### 3. Execution and Works Completion

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity with all respects with the provisions of the Contract.

#### 4. Work's

The contractor shall construct and install the works in accordance with the specifications and drawings. The works may commence on the start date and shall be carried out in accordance with the program submitted by the contractor, as updated with the approval of the Project manager, and complete them by the intended completion date. The works to be executed under this Contract Agreement for **CONSTRUCTION OF KABULA MARKET MORDEN TOILETSIN KABULA WARD** shall comprise mainly but are not limited to the Demolitions, Substructures, Excavations, Disposal of water, Planking and strutting, Filling, Concrete work, Reinforcement, Sawn formwork to insitu concrete, Walling, Damp proof membranes, Plinth Finishes, Paving slabs, Collection, Reinforced concrete frame, Formwork to insitu concrete, Stairs and balustrade, Balustrades, Roofing, Carpentry, Boarding, Rainwater Installations, Painting and Decoration, Doors and Windows, Metal work, Ironmongery,



- (viii) The Form of Tender.
- (ix) Technical Specifications and Drawings.
- (x) Priced Bills of Quantities/Priced Schedule of Rates.
- (xi) Schedule of requirements.
- (xii) Tender Form and Price Schedules submitted by the bidder.
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#### Work's

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Finishes, Fittings and Fixtures, Painting, External Fencing, Civil Works, Associated Mechanical and Electrical installations, K.P.L service line and any other activity not listed above but may be deemed necessary and instructed by the Project Engineer as set out in Tender Negotiation No. 788783-2019/2020

5. Works Performance Standards

- a) The Contractor and the Employer in the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein as described in the documents enlisted in clause 4 above shall establish an instrument to be signed by their respective representatives for evaluation at each installation site.
- b) The Contractor undertakes to execute high quality works and to perform the works to the highest standards required of such a task.
- c) The Contractor undertakes and guarantees to provide the contracted Works as per the specifications set out in the Tender Document and shall meet the general deliverables detailed therein. The employer's Project Officers shall on daily basis and on such other periodic intervals verify that the said deliverables are met and prepare an appropriate report with recommendations which together with a monthly summary of the works standard attained, shall accompany the invoices for payment.

6. Warranty

- a) The Contractor warrants that it has the appropriate licenses and authorizations required to **CONSTRUCTION OF KABULA MARKET MORDEN TOILETS IN KABULA WARD** as set out in Tender Negotiation No.788783-2019/2020 located in KABULA in Bungoma County and to undertake the construction and carry out any relevant works hereto and shall at all times during the currency of this Agreement continue to have the said licenses and authorizations.



b) The Contractor further warrants that the Materials supplied are free from any manufacturer's defect and grant a warranty for a period of 12 months starting from the date of the relevant Site Acceptance Test Certificate. For any item for which a manufacturer's warranty is granted, such warranty will be transferred "as is" in lieu of any other warranty.

c) During the warranty period the defective materials will be repaired or replaced free of charge within a reasonable time from the date the Contractor is notified in writing of such failure by the Employer or from the date the failed material is sent for repair, provided that they have been used and maintained in accordance with the related Instructions Manuals and have not been subject to unauthorized repair or alterations.

d) The original period of warranty, of the repaired equipment under warranty, will be extended for a period equivalent to the time required for said repair. If the equipment is replaced, the original warranty period will be applied for the replaced equipment.

e) The Contractor shall not be liable for any event not attributable to The Contractor's fault, or from bad handling or storage, improper use, change or repair done by the Employer or any third party.

### Confidentiality

The Contractor, its staff and employees acknowledges that in dealing with the Employer pursuant to this Agreement it may come across information, which is confidential and proprietary to the Employer, disclosure or use of which might result in damage or loss to the business or affairs of the Employer. It is therefore agreed that the Contractor shall keep all such information Private and confidential, emphasize the same on its employees and staff and may only disclose the same without the prior written consent of the Employer or unless ordered to do so by an order of a Court of competent jurisdiction or is required by law to do so or unless such information is already in the public domain. For

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the avoidance of doubt it is agreed that the provisions of this clause shall survive the termination of this Agreement.

8. Payments

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works- **CONSTRUCTION OF KABULA MARKET MORDEN TOILETS IN KABULA WARD** as set out in Tender Negotiation No. 788783-2019/2020 located in **KABULA in Bungoma County** and the remedying of defects therein, 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 as per the application of payment made by the contractor in relation to the work performed through issuance of certificate by the project manager.

9. Term

The Contractor shall execute the works for a term of Eight Weeks (8), Two (2) Months from date of Possession of the site ..... to ..... Both days inclusive ("the Contract Period"). The parties may mutually, in writing, extend the said period for such duration and on such terms as may be agreed subject to compliance with procurement laws.

10. Project Administration

The Client designates Project Resident Engineer in the office of Public Works as the Project Coordinator for purposes of this Agreement. The Project Coordinator will be responsible for the coordination of activities under this Agreement, acceptance and approval of any reports from the Contractor and of other deliverables by the Client and for receiving and approving invoices for payment. The Contractor shall liaise with the Project Coordinator to ensure that the scope of the work is clearly defined, the set activities are properly implemented and that the desired deliverables are achieved.

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All notices required to be given hereunder shall be sufficiently given if delivered or sent by post addressed as set out below or to such other address as may be designated by either party by written notice to the other by delivery, registered post, or by facsimile at the numbers provided here below:

If to the Client      **COUNTY CHIEF OFFICER**  
**HEALTH AND SANITATION**  
**COUNTY GOVERNMENT OF BUNGOMA,**  
**P.O. BOX 437 - 50200, BUNGOMA.**

If to the Contractor: **DIRECTOR,**  
**TASLIM GLOBAL VENTURES LIMITED**  
**P.O BOX 104390**  
**NAIROBI.**

**15. Assignment**

The Contractor may subcontract with the approval of the project Manager, but may **NOT** assign this Contract or sub-contract or any portion of it without the Employer's prior written consent. Subcontracting shall **Not** alter the contractor's obligations.

**16. Waiver**

Subject to applicable law, no delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. For any waiver, to be effective, the same must be in writing.





17. **Entire Agreement and Variation**

This Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Agreement and may not be varied except by an agreement in writing signed by the parties to this Agreement.

18. **Severability**

If any provision of this agreement or provision thereof shall to any extent be illegal, invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and solely each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The parties shall negotiate in good faith the text of a provision, which shall replace the provision which is affected by such invalidity or alternatively, if it is deemed necessary not to replace such provision, the parties shall agree to restructure the transaction in such a way that the scope of the affected provision shall be maintained.

19. **Indemnity**

The Contractor agrees to indemnify The Employer from and against all losses, claims, damages, liabilities, proceedings and all related expenses, including court and legal fees, occasioned by any claim against The Employer arising out of dishonesty, failure, negligence or willful misconduct of the Contractor or its employees and/or servants and agents in relation to the works executed.

20. **No Partnership or Agency or Employment Relationship**

This Agreement shall in no way be interpreted as constituting a partnership, agency or employment relationship between the Employer and The Contractor or its employees and/or servants and agents.



21. **Force Majeure**

- a) Neither party shall be held liable for or in respect of any loss or damage or deemed to be in default for any delay or failure in performance of its obligations under this Agreement resulting from force majeure circumstances. Such circumstances shall include but not be limited to war, riots, usurped power, civil commotion, fire, industrial dispute, strikes, acts of God, acts of Government, acts of public enemy, boycott, embargo or any form of strike, explosions, failure of communications system, default of carrier or any cause or other circumstances beyond the reasonable control of the parties.
- b) The party pleading force majeure shall immediately notify the other party of the circumstances constituting the same and of the obligations that are affected and will take every reasonable measure to minimize the delays or inconvenience arising there from.
- c) If the force majeure circumstances persist for more than Fourteen (14) days after the initial notification by the party pleading force majeure, either party may serve the other party with seven (7) days' notice of termination.

22. **Dispute Resolution**

In case any dispute or difference arises between the Employer or the Project Manager on his behalf and the Contractor, either during the progress or after the completion or termination of the works with respect to this Agreement, the parties shall make good faith efforts to resolve the dispute through negotiations between them. Any dispute arising out of the Agreement which cannot be amicably settled between the parties shall within seven (7) days from the date the dispute is notified be referred by either party to arbitration for the final decision of an Arbitrator to be agreed between the parties. Failing agreement on the appointment of an Arbitrator within fourteen (14) days from the date of



Institute of Arbitrators, Kenya Branch, on the request of the party applying for arbitration pursuant to and in accordance with the Arbitration Act of 1995 or any statutory modification or re-enactment thereof.

**Applicable Law and Compliance with the Law**

- a) The Contract shall be governed by the Laws of Kenya and the language of the Contract shall be English Language.
- b) The Contractor shall ensure that it complies with all the laws and regulations in particular those that relate to execution and completion of the Works and the remedying of defects therein and shall, in respect of all persons employed by it anywhere for purposes of this Agreement observe and fulfill the conditions stipulated by the relevant laws of Kenya.



IN WITNESS WHEREOF the parties thereto have caused this Agreement to be executed in accordance with their respective laws the day and year first before written.

Signed Sealed, and Delivered by the said

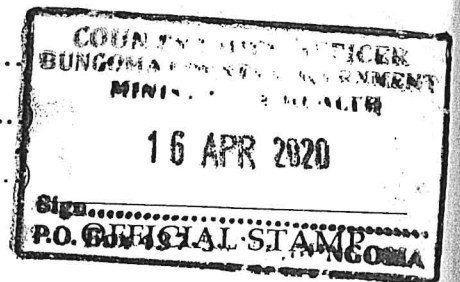
1. THE COUNTY CHIEF OFFICER, MINISTRY OF HEALTH AND SANITATION

Full Name... PATRICK WANDILI

Signature... *[Handwritten Signature]*

Date... 16/04/2020

{For and on behalf of the Employer}



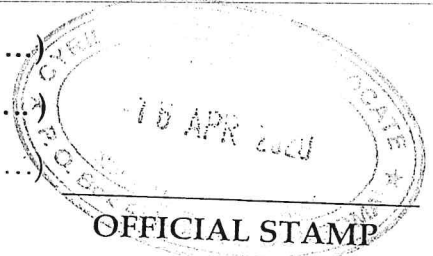
In the presence of:

2. COUNTY LEGAL AFFAIRS ADVISOR.

Full Name... CYRIL S. WAPONGU

Signature... *[Handwritten Signature]*

Date... 16/04/2020



3. DIRECTOR TASLIM GLOBAL VENTURES LIMITED.

Full Name... ADAN IBRAHIM

Signature... *[Handwritten Signature]*

Date... 16/04/2020

{The Tenderer/Contractor}

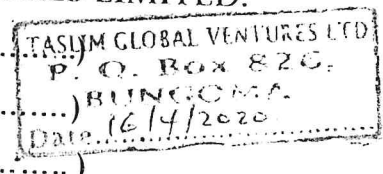


4. SECRETARY M/S TASLIM GLOBAL VENTURES LIMITED.

Full Name... MARTIN WANJALA

Signature... *[Handwritten Signature]*

Date... 16/4/2020



Handwritten marks or scribbles in the top right corner.