

KAKAMEGA COUNTY WATER AND SANITATION COMPANY
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WEBSITE:www.kakamegawater.co.ke

NATIONAL OPEN TENDER

**TENDER NAME: CONSTRUCTION OF DECENTRALIZED
TREATMENT FACILITY (DTF 50) AT IGUHU- KAKAMEGA COUNTY**

INVITATION TO TENDER (ITT) NO.: KACWASCO/WDTF/01/2025-2026

ISSUANCE DATE: 24TH SEPTEMBER 2025

SUBMISSION DATE: TUESDAY 7th OCTOBER 2025

Employer:
Managing Director,
Kakamega County Water Sanitation Co.

Funding:
Chief Executive Officer,
Water Sector Trust Fund

INVITATION TO TENDER

PROCURING ENTITY: Kakamega County Water and Sanitation Company (KACWASCO)

CONTRACT NAME AND DESCRIPTION: Construction of a Decentralized Treatment Facility (DTF 50) in Shitoli-Kakamega County

CONTRACT NO: KACWASCO/WSTF/CON 01/2025-2026

1. KACWASCO invites sealed tenders for the Shitoli Upscaling Basic Sanitation for Urban Poor (UBSUP) Project for financial year 2025-2026 at Iguhu, Ikolomani Sub-County, Kakamega County
2. Tendering will be conducted under open competitive method: National open tender using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours **0800hrs to 1700hrs** at the address given below.
4. A complete set of tender documents may be obtained electronically from the Website (**www.kakamega water.co.ke**). Tender documents obtained electronically will be free of charge.
5. Tender documents may be viewed and downloaded for free from the website (**www.kakamega water.co.ke**). Tenderers who download the tender document must forward their particulars immediately to **kacwsc@gmail.com**, **056 2030355** and **Box No. 1189-50100** to facilitate any further clarification or addendum.
6. There shall be a **mandatory pre-tender conference and site visit** as specified in the Tender Data Sheet (TDS)
7. Tenders shall be quoted in Kenya Shillings and shall include all taxes. Tenders shall remain valid for 120 days from the date of opening of tenders.
8. All Tenders must be accompanied by a “*tender Security*” of **ksh200,000.00** an unconditional bank guarantee issued by reputable commercial bank or an irrevocable letter of credit or a bankers cheque issued by a reputable commercial bank.
9. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
10. Completed tenders must be delivered to the address below on or before Tuesday 7th October 2025 at 10:00 hrs. Electronic Tenders will not be permitted.
11. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
12. Late tenders will be rejected.
10. The addresses referred to above are:
 - A. **Address for obtaining further information of tender documents**

Kakamega county water and sanitation company

The Managing Director

P.O. Box 1189 – 50100

Kakamega

Kakamega – Kisumu Road

Telephone No: 056-2030355

Email: kacwasco@gmail.com

B. Address for Submission of Tenders.

The Managing Director

Kakamega County water and Sanitation Company

P. O. Box 1189-50100

Kakamega

Kakamega - Kisumu Road

C. Address for Opening of Tenders.

Kakamega County water and Sanitation Company

Kakamega-Kisumu Road

Headquarters Boardroom

Name_____

(Official of the Procuring Entity issuing the invitation)

Designation_____

Signature_____

Date: 24th September 2025

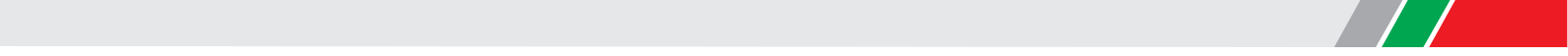
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PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

1. Scope of Tender

- 1.1 The Procuring Entity as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The name, identification, and number of lots (contracts) of this Tender Document are **specified in the TDS**.

2. Fraud and Corruption

- 2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 2.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 2.3 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.
- 2.4 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender being tendered for. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

3. Eligible Tenderers

- 3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.7 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.
- 3.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 3.3 A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:
- Directly or indirectly controls, is controlled by or is under common control with another tenderer; or
 - Receives or has received any direct or indirect subsidy from another tenderer; or
 - Has the same legal representative as another tenderer; or
 - Has a relationship with another tenderer, directly or through common third parties, that puts it in a position

to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process; or

- e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender; or
- f) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer for the Contract implementation; or
- g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document or
- h) Has a close business or family relationship with a professional staff of the Procuring Entity who:
 - i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
 - ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.

3.4 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved any of these practices shall be automatically disqualified.

3.5 A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.

3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.

3.7 Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.

3.8 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are accredited by PPRA to be (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.

3.9 A Firms and individuals may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

3.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in “*SECTION III - EVALUATION AND QUALIFICATION CRITERIA, Item 9*”.

3.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan

Citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

3.12 The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website www.nca.go.ke.

3.13 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke

3.14 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4. Eligible Goods, Equipment, and Services

4.1 Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not eligible under ITT 3.9. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.

4.2 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5. Tenderer's Responsibilities

5.1 The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Procuring Entity will in no case be responsible or liable for those costs.

5.2 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.

5.3 The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity against all liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the inspection.

5.4 The tenderer shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including charts, as necessary or required.

B. Contents of Tender Documents

6. Sections of Tender Document

6.1 The tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 8.

PART 1 Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

PART 2 Works Requirements

- i) Section V - Drawings
- ii) Section VI - Specifications
- iii) Section VII - Bills of Quantities

PART 3 Conditions of Contract and Contract Forms

- i) Section VIII - General Conditions of Contract (GCC)
- ii) Section IX - Special Conditions of Contract (SC)
- iii) Section X - Contract Forms

6.2 The Invitation to Tender Document (ITT) issued by the Procuring Entity is not part of the Contract documents.

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 8. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document and to furnish with its Tender all information and documentation as is required by the Tender document.

7. Site Visit

7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of visiting the Site shall be at the Tenderer's own expense.

8. Pre-Tender Meeting

8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender meeting will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

8.3 Minutes of the pre-Tender meeting and the pre-arranged pretender site visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

8.4 The Procuring Entity shall also promptly publish anonym zed (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-tender meeting and the pre-arranged pretender site visit, shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9. Clarification and amendments of Tender Documents

9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting and the pre-

arranged pretender visit of the site of the works if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

10. Amendment of Tendering Document

- 10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 25.2 below.

C. Preparation of Tenders

11. Cost of Tendering

- 11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

12. Language of Tender

- 12.1 The Tender, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring Entity, shall be written in the English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate and notarized translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

13. Documents Comprising the Tender

- 13.1 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT 14;
- b) Schedules including priced Bill of Quantities, completed in accordance with ITT 14 and ITT 16;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 21.1;
- d) Alternative Tender, if permissible, in accordance with ITT 15;
- e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
- f) Qualifications: documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) Conformity: a technical proposal in accordance with ITT 18;
- h) Any other document required in the **TDS**.

- 13.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender,

together with a copy of the proposed Agreement. The Tenderer shall chronologically serialize pages of all tender documents submitted.

13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14. Form of Tender and Schedules

14.1 The Form of Tender and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested.

15. Alternative Tenders

15.1 Unless otherwise specified in the **TDS**, alternative Tenders shall not be considered.

15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **TDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

15.3 Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price the Procuring Entity's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Winning Tender conforming to the basic technical requirements shall be considered by the Procuring Entity. When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the **TDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.

16. Tender Prices and Discounts

16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Bill of Quantities shall conform to the requirements specified below.

16.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Procuring Entity. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Tender, and provided that the Tender is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.

16.3 The price to be quoted in the Form of Tender, in accordance with ITT 14.1, shall be the total price of the Tender, including any discounts offered.

16.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 14.1.

16.5 It will be specified in the **TDS** if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, except in cases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.

16.6 Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 16.4, provided the Tenders for all lots (contracts) are opened at the same time.

16.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.

17. Currencies of Tender and Payment

17.1 Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya shillings. A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya shall device own ways of getting foreign currency to meet those expenditures.

18. Documents Comprising the Technical Proposal

18.1 The Tenderer shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Tender Forms, in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work's requirements and the completion time.

19. Documents Establishing the Eligibility and Qualifications of the Tenderer

19.1 Tenderers shall complete the Form of Tender, included in Section IV, Tender Forms, to establish Tenderer's eligibility in accordance with ITT 4.

19.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.

19.3 A margin of preference will not be allowed. Preference and reservations will be allowed, individually or in joint ventures. Applying for eligibility for Preference and reservations shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.

19.4 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

19.5 The purpose of the information described in ITT 19.4 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

19.6 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

19.7 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

19.8 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

19.9 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of

interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

- i) if the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
- iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

19.10 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

20. Period of Validity of Tenders

20.1 Tenders shall remain valid for the Tender Validity period specified in the **TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 24). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 21.1, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 20.3.

20.3 If the award is delayed by a period exceeding the number of days to be specified in the **TDS** days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:

- a) in the case of **fixed price** contracts, the Contract price shall be the tender price adjusted by the factor specified in the **TDS**;
- b) in the case of **adjustable price** contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

21. Tender Security

21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in the **TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified in the **TDS**. A Tender-Securing Declaration shall use the form included in Section IV, Tender Forms.

21.2 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:

- a) an unconditional Bank Guarantee issued by reputable commercial bank); or
- b) an irrevocable letter of credit;
- c) a Banker's cheque issued by a reputable commercial bank; or
- d) another security specified **in the TDS**,

21.3 If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 20.2.

21.4 If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.

21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and any other documents required in the **TDS**. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were

determined nonresponsive or a bidder declines to extend tender validity period.

21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security, and any other documents required in the **TDS**.

21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- e) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension thereto provided by the Tenderer; or
- f) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 50; or
 - ii) furnish a Performance Security and if required in the **TDS**, and any other documents required in the **TDS**.

21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

21.9 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.

21.10 A tenderer shall not issue a tender security to guarantee itself.

22. Format and Signing of Tender

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 15, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 Tenderers shall mark as "CONFIDENTIAL" all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

23. Sealing and Marking of Tenders

23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and

- b) in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT 15, and if relevant:
 - i) in an envelope or package or container marked “ORIGINAL –ALTERNATIVE TENDER”, the alternative Tender; and
 - ii) in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- a) bear the name and address of the Procuring Entity.
- b) bear the name and address of the Tenderer; and
- c) bear the name and Reference number of the Tender.

23.2 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that are misplaced or opened prematurely will not be accepted.

24. Deadline for Submission of Tenders

24.1 Tenders must be received by the Procuring Entity at the address specified in the **TDS** and no later than the date and time also specified in the **TDS**. When so specified in the **TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the **TDS**.

24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Documents in accordance with ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Tenders

25.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 24. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

26. Withdrawal, Substitution, and Modification of Tenders

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 22.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) prepared and submitted in accordance with ITT 22 and ITT 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 24.

26.2 Tenders requested to be withdrawn in accordance with ITT 26.1 shall be returned unopened to the Tenderers.

26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

27. Tender Opening

27.1 Except in the cases specified in ITT 23 and ITT 26.2, the Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified in the **TDS**, in the presence of Tenderers' designated representatives who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 24.1, shall be as specified in the **TDS**.

27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelopes with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal

and is read out at Tender opening.

- 27.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 27.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS**.
- 27.7 At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 25.1).
- 27.8 The Procuring **Entity shall prepare minutes of the Tender Opening that shall include, as a minimum:**
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) the Tender Price, per lot (contract) if applicable, including any discounts;
 - c) any alternative Tenders;
 - d) the presence or absence of a Tender Security, if one was required.
 - e) number of pages of each tender document submitted.
- 27.9 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers upon request.

E. Evaluation and Comparison of Tenders

28. Confidentiality

- 28.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 46.
- 28.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its tender.
- 28.3 Notwithstanding ITT 28.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any **matter related to the tendering process, it shall do so in writing.**

29. Clarification of Tenders

- 29.1 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Procuring Entity may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for a response. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the tenders, in accordance with ITT 33.
- 29.2 If a tenderer does not provide clarifications of its tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

30. Deviations, Reservations, and Omissions

30.1 During the evaluation of tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the tender document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender document.

31. Determination of Responsiveness

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 13.

31.2 A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, **reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:**

- a) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
- b) limit in any substantial way, inconsistent with the tender document, the Procuring Entity's rights or the tenderer's obligations under the proposed contract; or
- c) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.

31.3 The Procuring Entity shall examine the technical aspects of the tender submitted in accordance with ITT 18, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

31.4 If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32. Non-material Non-conformities

32.1 Provided that a tender is substantially responsive, the Procuring Entity may waive any non-conformities in the tender.

32.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the tenderer submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial non-conformities in the tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the tender. Failure of the tenderer to comply with the request may result in the rejection of its tender.

32.3 Provided that a tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the **TDS**.

33. Arithmetical Errors

33.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

33.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, and subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail

33.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

34. Currency provisions

34.1 Tenders will be priced in Kenya Shillings only. Tenderers quoting in currencies other than in Kenya shillings will be determined non-responsive and rejected.

35. Margin of Preference and Reservations

35.1 No margin of preference shall be allowed on contracts for small works.

35.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and/or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to those specified groups are the only ones eligible to tender. Otherwise if no so stated, the invitation will be open to all tenderers.

36. Nominated Subcontractors

36.1 Unless otherwise stated in the **TDS**, the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Procuring Entity.

36.2 Tenderers may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the **TDS**. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.

36.3 The subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated by the Procuring Entity in the **TDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

37. Evaluation of Tenders

37.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Best Evaluated Tender in accordance with ITT 40.

37.2 To evaluate a Tender, the Procuring Entity shall consider the following:

- a) price adjustment due to discounts offered in accordance with ITT 16;
- b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 39;
- c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 30.3; and
- d) any additional evaluation factors specified in the **TDS** and Section III, Evaluation and Qualification Criteria.

37.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

37.4 In the case of multiple contracts or lots, Tenderers shall be allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the **Form of Tender, is specified in Section III, Evaluation and Qualification Criteria.**

38. Comparison of Tenders

38.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 38.2 to determine the Tender that has the lowest evaluated cost.

39. Abnormally Low Tenders

39.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.

39.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

39.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

40. Abnormally High Tenders

40.1 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

40.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

40.3 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

41. Unbalanced and/or Front-Loaded Tenders

41.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.

41.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:

- a) accept the Tender; or
- b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price; or
- c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
- d) reject the Tender,

42. Qualifications of the Tenderer

42.1 The Procuring Entity shall determine to its satisfaction whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

42.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 19. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.

42.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative

determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

42.4 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.

42.5 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

42.6 After evaluation of the price analyses, if the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

43. Best Evaluated Tender

43.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Best Evaluated Tender. The Best Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

- a) Most responsive to the Tender document; and
- b) the lowest evaluated price.

44. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.

44.1 The Procuring Entity reserves the right to accept or reject any Tender and to annul the Tender process and reject all Tenders at any time prior to Contract Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

45. Award Criteria

45.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

46. Notice of Intention to enter into a Contract

46.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

47. Standstill Period

47.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

47.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter **into a Contract with the successful Tenderer.**

48. Debriefing by the Procuring Entity

48.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 46, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

48.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending **such a debriefing meeting**.

49. Letter of Award

49.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

50. Signing of Contract

50.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

50.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

50.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

51. Appointment of Adjudicator

51.1 The Procuring Entity proposes the person named in the **TDS** to be appointed as Adjudicator under the Contract, at the hourly fee specified in the **TDS**, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in his Tender. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the Special Conditions of Contract (SCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

52. Performance Security

52.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 40.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

52.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS**, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

52.3 Performance security shall not be required for contracts estimated to cost less than Kenya shillings five million shillings.

53. Publication of Procurement Contract

53.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) name and address of the Procuring Entity;
- b) name and reference number of the contract being awarded, a summary of its scope and the selection

- method used;
- c) the name of the successful Tenderer, the final total contract price, the contract duration.
- d) dates of signature, commencement and completion of contract;
- e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

54. Procurement Related Complaints and Administrative Review

54.1 The procedures for making Procurement-related Complaints are as specified in the **TDS**.

54.2 A request for administrative review shall be made in the form provided under contract forms.

Section II - Tender Data Sheet (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The name of the contract is: CONSTRUCTION OF DECENTRALIZED TREATMENT FACILITY (DTF 50) AT IGUHU- KAKAMEGA COUNTY The reference number of the Contract is: KACWASCO/WDTF/01/2025-2026 The number and identification of lots (contracts) comprising this Tender are: N/A
ITT 2.3	The Information made available on competing firms is as follows: CONSTRUCTION OF DECENTRALIZED TREATMENT FACILITY (DTF 50) IN SHITOLI- KAKAMEGA COUNTY
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: N/A
ITT 3.1	Maximum number of firms in the Joint Venture (JV) shall be: Two (2)
	B. Contents of Tender Document
8.1	(A) Pre-Tender conference “shall” take place at the following date, time and place: Date: Tuesday 30th September 2025 Time: 9:00am - Place: KACWASCO’S Shitoli area water offices at Khayega Market, Shinyalu Sub-County, Kakamega county, Along Kakamega – Kisumu Road (B) A pre-arranged pretender visit of the site of the works “shall” take place at the following date, time and place: Date: Tuesday 30th September 2025 Time: 11:00 am Place: Iguhu Hospital grounds in Shitoli area, Ikolomani Sub-County, Kakamega county. Note: i) Pre-tender site visit shall be mandatory ii) The tenderers will require to provide their own means of transport to access the site iii) Site Visit Must be Attended by a Technical Authorized presentative of the Bidder who shall be required to produce identification documents (Authorization Letter on Letter Head of the Bidder, ID & Prove of being a Technical Person)
ITT 8.2	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than Tuesday 7th October, 2025
ITT 8.4	The Procuring Entity’s website where Minutes of the pre-Tender meeting and the pre-arranged pretender site visit will be published is www.kakamegawater.co.ke
ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity’s address is: Attention: Managing Director Kakamega County Water and Sanitation Company Postal Address: P.O BOX 1189-50100 Physical Address: Kakamega- Kisumu Road Telephone: 056-2030355
	C. Preparation of Tenders
ITP 13.1 (h)	The Tenderer shall submit the following additional documents in its Tender: Eligibility documents as defined in Section III of Evaluation and Qualification

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<i>critiria</i>
ITT 15.1	Alternative Tenders “ <i>shall not be</i> ” considered.
ITT 15.2	Alternative times for completion “ <i>shall not be</i> ”permitted.
ITT 15.4	Alternative technical solutions shall be permitted for the following parts of the Works: N/A
ITT 16.5	The prices quoted by the Tenderer shall be: Fixed
ITT 20.1	The Tender validity period shall be 120 days
ITT 20.3 (a)	(a) The number of days beyond the expiry of the initial tender validity period shall not exceed 30 number of days. (b) The Tender price shall be adjusted by the following percentages of the tender price: (i) By 0% of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and (ii) By 0% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.
ITT 21.1	A Tender Security “<i>shall be</i>” required. If a Tender Security shall be required, the amount and currency of the Tender Security shall be Kshs.200,000 an unconditional bank guarantee issued by reputable commercial bank or an irrevocable letter of credit or a bankers cheque issued by a reputable commercial bank.
ITT 21.2 (d)	The other Tender Security shall be N/A
ITT 21.5	On the Performance Security, other documents required shall be; N/A_____ _____
ITT 22.1	In addition to the original of the Tender, the number of copies is: 1Copy (Mandatory and must be a true certified copy of the Original)
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <u>Certificate of Independent Tender Determination</u> Part B of Form of Tender.
D. Submission and Opening of Tenders	
ITT 24.1	(A) For <u>Tender submission purposes</u> only, the Procuring Entity’s address is: Attention: The Managing Director Kakamega County Water and Sanitation Company Postal Address: P.O BOX 1189-50100 Physical Address: Kakamega- Kisumu Road Telephone: 056-2030355 Date and time for submission of Tenders: Tuesday 7th October 2025 at 10:00hrs Tenderers shall not submit tenders electronically.
ITT 27.1	The Tender opening shall take place at the time and the address for Opening of Tenders provided below:

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	Kakamega County Water and Sanitation Company Postal Address: P.O BOX 1189-50100 Physical Address: Kakamega- Kisumu Road Headquarters boardroom Date: Tuesday 7th October 2025 Time: : 10: 00hrs
ITT 27.1	If Tenderers are allowed to submit Tenders electronically, they shall follow the electronic tender submission procedures specified below : N/A
ITT 27.6	The number of representatives of the Procuring Entity to sign is : 3
E. Evaluation, and Comparison of Tenders	
ITT 32.3	The adjustment shall be based on the average price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
ITT 35.2	The invitation to tender is extended to the following groups that qualify for Reservations ; Not applicable
ITT 36.1	At this time, the Procuring Entity does not intend to execute certain specific parts of the Works by subcontractors selected in advance.
ITT 36.2	Contractor's may propose subcontracting: Not applicable.
ITT 36.3	The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows: _____N/A_____ _____ _____ For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Tenderer for the purpose of evaluation.
ITT 37.2 (d)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
ITT 52.2	Other documents required are : N/A_____
ITT 54.1	The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: For the attention: Eng Michael Ogot Title/position: The Managing Director Procuring Entity: Kakamega County Water and Sanitation Company Email address: kacwasco@gmail.com In summary, a Procurement-related Complaint may challenge any of the following: (i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Document for Goods and Works** for evaluating Tenders.

Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2 Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of “Part 2 – Procuring Entity's Works Requirements”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

PRELIMINARY EVALUATION CRITERIA

PART 1: Mandatory Eligibility Criteria

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the Instructions to Tender and the Tender Datasheet, and that the tender is complete in all aspects in meeting the requirements provided for in the mandatory eligibility criteria outlined below. Tenders that do not pass the mandatory eligibility criteria at the preliminary examination stage will be considered non-responsive and will not be considered further in evaluation

No.	Subject	Requirement	Required Document
1	Legal Capacity	The Tenderer shall have legal capacity to enter a contract.	i. Certificate of Incorporation/registration ii. Power of Attorney - Authorization written

			confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT22.3;
2	Tender Validity	The Tenderer guarantees that he/she shall not withdraw its bid, refuse to sign the contract if awarded, or fail to furnish any required performance security.	i. Tender valid for the required period under TDS ITT 20..1 ii. Tender security of Ksh. 200,000 an unconditional bank guarantee issued by reputable commercial bank or an irrevocable letter of credit or a bankers cheque issued by a reputable commercial bank.
3	Compliance with Tax Obligation	The Tenderer has fulfilled its tax obligations.	i. Current Tax compliance certificate from Kenya Revenue Authority
4	Reservation	The tender is reserved to Citizen Contractors	i. CR12 within the last 6 months.attach directors id's
5	PPRA Eligibility	(a) The Tenderer is not precluded by the PPRA to enter a contract with the Procuring Entity; (b) The Tenderer or its subcontractors have not been debarred from participating in procurement proceedings under Part XI of the Public Procurement and Asset Disposal Act	i. Form of Tender ii. Self-Declaration Form SD1 iii. Appendix 1-Fraud and Corruption
6	Corrupt Practice	The Tenderer has not been convicted of corrupt or fraudulent practices in accordance to ITT 2	i. Form of Tender ii. Self-Declaration Corrupt Practice SD2 iii. Appendix 1-Fraud and Corruption
7	Fair Employment	The Tenderer is not guilty of any serious violation of fair employment laws and practices.	Declaration and Commitment to the Code of Ethics
8	Conflict of Interest	The Tenderer has no conflict of interest and meets all eligibility requirements under ITT 3.	i. Form of Tender ii. Confidential Business Questionnaire iii. CR12 dated within the last 30 days prior to deadline for submission of tenders. iv. Self - Declaration Corrupt Practice SD2
9.	Nationality	The Tenderer shall have its nationality of Kenya and in accordance with ITT 3.6	i. Confidential Business Questionnaire ii. Tenderer Information Form iii. Single Business permit form a county Government
10	Authorization	The tenderer shall submit a regulatory document / license from National Construction Authority (NCA) and from	i. Certificate of National Construction Authority NCA 7 and above under the category of Construction works and Water Works.

		Ministry of Water, Sanitation and Irrigation Note: Both are Mandatory	ii. Licensed as Qualified Water Works Contractor by Ministry of Water, Sanitation and Irrigation under Class 4 and above.
11	Completeness of Bid	The Tenderer shall submit a complete bid using the documents comprising the tender as required under ITT 13.	Duly filled forms under Section IV or Other Forms provided in Tender document. i. Conformity: a technical proposal in accordance with ITT 18 ii. Authorization: written confirmation authorizing the signatory of the tender to commit the tenderer, in accordance with ITT22.3 iii. Qualifications: documentary evidence in accordance with ITT 19 establishing the tenderer's qualifications to perform the contract if its tender is accepted iv. Form of tender prepared in accordance with ITT14; v. Schedules including priced Bill of Quantities, completed in accordance with with ITT 14 and ITT 16; vi. Tender Security in accordance with ITT 21.1;
12	State- owned Enterprise	Meets conditions of ITT 3.7	Forms ELI – 1.1 and 1.2, with attachments
13	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI – 1.1 and 1.2, with attachments

PART 2: Mandatory Technical Eligibility Criteria

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria for the procuring entity's schedule of requirements and that the tender is complete in all aspects in meeting the requirements provided for in the mandatory technical eligibility criteria outlined below. Tenders that do not pass the mandatory technical eligibility criteria at the technical examination stage will be considered non-responsive and will not be considered further in evaluation

Item Description	Required Technical Specifications	Document To Be Completed/Provided by Tenderer	Conform /Not Conform	Comment [Major/Minor Deviation]
History of Non-performing Contracts	Non- performance of a contract did not occur as a result of contractor default for the last three (3) years Non-performance shall be deemed to have occurred by evidence of - Termination letter - Liquidated Damages	Form Con -2 If bidder fails to disclose, shall be disqualified		
Financial Capabilities	(i)Bidders shall submit audited financial statements for the last 3 years and must demonstrate the current soundness of the tenderer's	Form FIN- 3.1 Attachments include: i.Audited accounts		

	financial position and indicate its prospective long term profitability (as demonstrated by financial evaluation ratios)	All pages must be initialled and stamped by both a practicing Auditor registered with ICPAK and one of the Directors. Auditors practising membership number from ICPAK must be indicated and a valid practising license shall be provided. The financial ratio form to be signed by the Auditor registered with ICPAK and one of the Directors • Financial Ratios Computation shall be made for the following Ratios: -Working capital -Debt to Equity Ratio -Current ratio -Operating Cash Flow ratio		
	ii. The tenderer shall demonstrate that it has access to, or has available, liquid assets unencumbered real assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated at a minimum of 30% of the tenderer's total sum for the subject contract The tenderer shall also demonstrate to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments	• Line of credit • Bank statements etc		
Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings 30,000,000, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last three years .	Form-FIN 3.2 Attachments include financial statements		
General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last 5 years, starting 1 st January 2020	Form-EXP-4.1 Attach letters of awards and Completion Certificates		
Specific Construction & Contract Management Experience	A minimum number of <i>Three (3)</i> similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member,	Form EXP 4.2(a) & (b) Provide letter of Award and Completion Certificates		

	management contractor or sub-contractor between 1st January 2020 and tender submission deadline i.e. Three (3) contracts, each of minimum value Kenya shillings 10,000,000 The similarity of the contracts shall be based on the following: <i>[Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITT 34.3]</i> The tenderer should submit structural drawings for the DTF		For subcontracted works, the bidder should provide the following: • Award letter of the main contractor • Award letter of the subcontract. • Completion letter of the subcontract • Subcontract approval from the Engineer/supervision Authority.		
Contractors Representative and Key Personnel	Curriculum Vitae (CVs) of the Proposed Key Staff must be presented in the provided format and duly signed by the proposed individual. Copies of certificates and Annual Practising Licenses (for Engineers) and Academic Certificates for all staff is mandatory;		Schedule F (Form PER.1 and PER.2)		
	Personnel	Description	Engineer, Surveyor, Environmentalist, Accountant, Social Person	Conform/Not Conform	Comment [Major/Minor Deviation]
	Site Agent/ Site Manager	Qualification	Degree (Civil, Water, Environmental, construction management Engineering, or related field)		
		Registration and Subscription	Registered by EBK/IET, KETRIB as Graduate Engineer/Technologist with valid subscription		
		Relevant experience	Above 5 years		
	Structural Engineer	Qualification	Degree		
		Registration and Subscription	Registered by EBK/IET /KETRIB as Graduate Engineer/Technologist with valid subscription		
		Relevant experience	Above 5 years		
	Foreman	Qualification	Diploma and above		
		Registration and Subscription	Registration with relevant body with valid subscription		
		Relevant experience	Above 5 years		
	Safety and Health Officer	Qualification	Diploma and above		
		Registration and Subscription	Registration with relevant body with valid subscription		
		Relevant experience	Above 3 years		
	Surveyor	Qualification	Diploma and above		

			Registration and Subscription	Registration with relevant body with valid subscription			
			Relevant experience	Above 5 years			
		Electrical Technician	Qualification	Diploma and above			
			Registration and Subscription	Registration with relevant body with valid subscription			
			Relevant experience	Above 5 years			
		Mechanical Technician	Qualification	Diploma and above			
			Registration and Subscription	Registration with relevant body with valid subscription			
			Relevant experience	Above 5 years			
		Mason	Qualification	Trade test grade I/II/III with relevant experience in construction sites			
			Relevant experience	Above 5 years			
		Pipe fitter	Qualification	Craft certificate and above			
			Relevant experience	Above 3 years			
		Welder	Qualification	Craft certificate and above			
			Relevant experience	Above 3 years			
		Plant Operator	Qualification	Valid driving license and must have passed suitability test for grade I/II/III plant operator course in a accredited institution			
			Relevant experience	Above 3 years			
Contractors Key equipment	- Bidders shall declare they have possession/Ownership of various equipment as proposed to be used in the project by providing logbooks that demonstrate proof of ownership - For bidders planning to hire, they shall provide an Active Lease Agreement in place that can be used during the project life. The copy of logbooks of the lessor(s) shall also be provided.		1. Form EQU: Equipment				
		Main Equipment		Quantity	Conform/ Not Conform	Comment [Major/Minor Deviation]	
		Concrete mixer		1			
		Tipper (Cumulative capacity 14 Tons)		1			
		Excavator or Backhoe		1			
		Pick up		1			
		Grader		1			
		Poker vibrator		1			
		Survey equipment (Total station)		1 lot			
		De- watering pump		1			
		Welding Machine		1			
		Electricity Gen. set at least 5kva		1			
		At least Walk behind construction roller		1			

Proposed Methodology	Adequacy and quality of the proposed methodology	a) Technical approach and methodology. - Provide a detailed Work Methodology a) Procedure on execution of activities as outlined in the BoQs. b) Allocation of machinery/labour in execution of the activities c) Procedures in quality control of the activities described in BoQs - Provide methodology on safety during the construction period a) Personal protective equipment b) Signages c) Delineation of construction and passage of traffic - Provide specific Quality management plan a) Bidders to identify the potential risks and their mitigation strategies in the execution of the contract b) Work plan/Program of Works (PoW) - PoW Resourced with Equipment-Min. Allocation as per the BoQs. To be submitted in A3 Size paper well legible fonts - PoW captures Monthly outputs for each activity - PoW details BoQ quantities, units and rates - PoW is superimposed with cashflow projections as detailed in the BoQs. c) Site Organization and staffing		
Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Form of Tender		
Pending Litigation	Tender's financial position and prospective long-term profitability	Form CON – 2		

	still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.			
Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1 st January 2023	Form CON – 2		

If a Tender is not substantially responsive to the technical requirements of tender documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission

STAGE 3: Financial Evaluation

The lowest evaluated bidder may be subjected to Financial Evaluation which include but not limited to sensitivity analysis of the rates provided in the Bidders Priced BOQ.

NB:

a) Margin of Preference is not applicable

b) Post qualification and Contract award (ITT 39), more specifically,

The contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, as indicated below by the procuring entity.

No.	Subject	Qualification Criteria	Required Documentary Evidence
A: Tenderer as Supplier			
1	Key personnel	Contractor's Representative and Key Personnel, which are specified as per submitted tender documents	Employment contracts and CVs of the key personnel
2	Financial Capacity	Audited financial statements for the last 3 years Bank Statement for the last 6 months	Records from Financial Institution as evidence of financial resources.
3	Average Annual Turnover	Minimum average annual construction turnover of Kenya Shillings 30,000,000 , equivalent calculated as total certified payments received for contracts in progress and/or completed within the last (3) three years .	Average Annual Supply Turnover Audited Accounts and Financial Statements
4	Similar Experience	A minimum number of <i>Three (3)</i> similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January 2020 and tender submission deadline i.e. Three (3) contracts, each of minimum value Kenya shillings 10,000,000	Letter of awards accompanied with certificate of completion
5	Contractors Key equipment	Contractors key equipment listed on the table "Contractor's Equipment" as provided in the tenderer's submitted bid document	-Logbooks -Lease agreements -Cash Sale Receipts
6	Other documents	Registration documents as submitted in the bid document	-Current tax compliance from Kenya Revenue Authority - Certificate of National Construction Authority NCA 7

			and above, License from Ministry of Water , Sanitation and Irrigation (Class 4 and above) - Certificate of Incorporation/registration - Single Business permit form a county Government - CR12 dated within 30 days prior to deadline for tender submission
7	History of non-performing contracts	Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last <u>3</u> years.	The required information shall be furnished in the appropriate form
8	Pending Litigation	Financial position and prospective long-term profitability of the Single Tenderer shall remain sound according to criteria established with respect to Financial Capability if all pending litigation will be resolved against the Tenderer.	Tenderer shall provide information on pending litigations in the appropriate form.
9	Litigation History	There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last <u>three (3) years</u> . All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender	Tenderer shall provide information on pending litigations in the appropriate form.

3. QUALIFICATION FORM SUMMARY

1 Item No.	2 Qualification Subject	3 Qualification Requirement	4 Document To be Provided/ Completed by Tenderer	5 For Procuring Entity's Use (Qualification met or Not Met)
1	Legal Capacity	The Tenderer shall have legal capacity to enter a contract.	I. Certificate of Incorporation/registration ii. Power of Attorney - Authorization written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT22.3;	
2	Tender Validity	The Tenderer guarantees that he/she shall not withdraw its bid, refuse to sign the contract if awarded, or fail to furnish any required performance security.	Tender valid for the required period under TDS ITT 20.1 Tender security of Ksh. 200,000 an unconditional bank guarantee issued by reputable commercial bank or an irrevocable letter of credit or a bankers cheque issued by a reputable commercial bank.	
3	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14.	Current Tax compliance certificate from Kenya Revenue Authority	
4	Reservation	The tender is reserved to Citizen Contractors	CR12 dated within 30 days prior to deadline for tender submission.	
5	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.7	i. Form of Tender ii. Self-Declaration Form SD1 iii. Appendix 1-Fraud and Corruption	
6	Corrupt Practice	The Tenderer has not been convicted of corrupt or fraudulent practices in accordance to ITT 2	i. Form of Tender ii. Self-Declaration Corrupt Practice SD2 Appendix 1-Fraud and	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Provided/ Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
			Corruption	
7	Fair Employment	The Tenderer is not guilty of any serious violation of fair employment laws and practices.	Declaration and Commitment to the Code of Ethics	
8	Conflict of Interest	The Tenderer has no conflict of interest and meets all eligibility requirements under ITT 3.	i.Form of Tender ii.Confidential Business Questionnaire iii.CR12 dated within the last 30 days prior to deadline for submission of tenders. iv.Self - Declaration Corrupt Practice SD2	
9	Nationality	The Tenderer shall have its nationality of Kenya and in accordance with ITT 3.6	i.Confidential Business Questionnaire ii.Tenderer Information Form iii.Single Business permit form a county Government	
10	Authorization	The tenderer shall submit a regulatory document / license from National Construction Authority (NCA) .	Certificate of National Construction Authority NCA 5 and above. Ministry of Water, Sanitation and Irrigation	
11	Completeness of Bid	The Tenderer shall submit a complete bid using the documents comprising the tender as required under ITT 13.	As indicated in the mandatory eligibility criteria	
12	State- owned Enterprise	Meets conditions of ITT 3.7	Forms ELI – 1.1 and 1.2, with attachments	
13	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI – 1.1 and 1.2, with attachments	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Provided/ Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
14	History of Non-Performing Contracts	Non- performance of a contract did not occur as a result of contractor default for the last three (3) years Non-performance shall be deemed to have occurred by evidence of - Termination letter - Liquidated Damages	Form CON-2 If bidder fails to disclose, shall be disqualified	
15	Financial Capabilities	(i) Bidders shall submit audited financial statements for the last 3 years and must demonstrate the current soundness of the tenderer's financial position and indicate its prospective long term profitability (as demonstrated by financial evaluation ratios ii. The tenderer shall demonstrate that it has access to, or has available, liquid assets unencumbered real assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated at a minimum of 30% of the tenderer's total sum for the subject contract The tenderer shall also demonstrate to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments	Form FIN – 3.1, with attachments As indicated in the Mandatory technical evaluation criteria	
16	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings 30,000,000 , equivalent calculated as total certified payments received for contracts in progress and/or completed within the last three years .	Form-FIN 3.2 Attachments include financial statements	
17	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last 5 years, starting 1 st January 2020	Form-EXP-4.1 Attach letters of awards and Completion Certificates	
18	Specific Construction &	A minimum number of <i>Three (3)</i> similar contracts specified	Form EXP 4.2(a) & (b)	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Provided/ Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
	Contract Management Experience	below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January 2020 and tender submission deadline i.e. Three (3) contracts, each of minimum value Kenya shillings 10,000,000 The similarity of the contracts shall be based on the following: <i>[Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITT 34.3]</i> The tenderer should submit structural drawings for the DTF	Provide letter of Award and Completion Certificates For subcontracted works, the bidder should provide the following: • Award letter of the main contractor • Award letter of the subcontract. • Completion letter of the subcontract • Subcontract approval from the Engineer/supervision Authority structural drawings for the DTF	
19	Contractors Representative and Key Personnel	Curriculum Vitae (CVs) of the Proposed Key Staff must be presented in the provided format and duly signed by the proposed individual. Copies of certificates and Annual Practising Licenses (for Engineers) and Academic Certificates for all staff is mandatory;	Shedule F (Form PER.1 and PER.2) As per the requirements indicated in the mandatory technical evaluation criteria	
20	Contractors Key equipment	• Bidders shall declare they have possession/Ownership of various equipment as proposed to be used in the project by providing logbooks that demonstrate proof of ownership • For bidders planning to hire, they shall provide an Active Lease Agreement in place that can be used during the project life. The copy of logbooks of the lessor(s) shall also be provided.	1. Form EQU: Equipment As per the requirements indicated in the mandatory technical evaluation criteria	
21	Proposed Methodology	Adequacy and quality of the proposed methodology	As per the mandatory technical evaluation requirements	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Provided/ Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
22	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Form of Tender	
23	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON – 2	
24	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1st January 2023	Form CON – 2	

NB:-KACWASCO shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that

- (i) meets the qualification criteria,
- (ii) has been determined to be substantially responsive to the Tender Documents,
- (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

QUALIFICATION FORMS

1. FORMEQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

2 FORM PER -1

Contractor's Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	Title of position: Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position: [insert title]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

3 **FORM PER-2:**

Resume and Declaration - Contractor's Representative and Key Personnel.

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Name of Tenderer

Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Details	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- a) be taken into consideration during Tender evaluation;
- b) result in my disqualification from participating in the Tender;
- c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____ Countersignature

of authorized representative of the Tenderer:

Signature: _____ Date: (day month

year): _____

4 TENDERER'S QUALIFICATION WITHOUT PRE-QUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

4.1 FORM ELI -1.1

Tenderer Information Form

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6 ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 ☐ In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4.2 FORM ELI -1.2

Tenderer's JV Information Form

(to be completed for each member of Tenderer's JV)

Date: _____

ITT No. and title: _____

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 3.8. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4.3 FORM CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1 st January [insert year] specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
☐ Contract(s) not performed since 1 st January [insert year] specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.			
☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Procuring Entity" or "Contractor"] Reason(s) for Litigation and award decision [indicate main reason(s)]	[insert amount]

4.4 **FORM FIN – 3.1:**

Financial Situation and Performance

Tenderer's Name: _____
 Date: _____
 JV Member's Name _____
 ITT No. and title: _____

4.4.1. Financial Data

Type of Financial information in _____ (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					

Type of Financial information in _____ (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

4.4.2 Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

4.4.3 Financial documents

The Tenderer and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements¹ for the _____ years required above; and complying with the requirements

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

4.5 FORM FIN – 3.2:

Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
[indicate year]	[insert amount and indicate currency]		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

4.6 FORM FIN – 3.3:

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1		
2		
3		

4.7 **FORM FIN – 3.4:**

Current Contract Commitments / Works in Progress

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month]
1					
2					
3					
4					
5					

4.8 FORM EXP - 4.1

General Construction Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	

4.9 FORM EXP - 4.2(a)**Specific Construction and Contract Management Experience**

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount	Kenya Shilling			
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				

4.10 FORM EXP - 4.2 (a) (cont.)**Specific Construction and Contract Management Experience (cont.)**

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

4.11 FORM EXP - 4.2(b)

Construction Experience in Key Activities

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name² (as per ITT 34): _____

ITT No. and title: _____

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: _

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount	Kenya Shilling			
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

² If applicable

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

2. Activity No. Two
3.

OTHER FORMS

5. FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*
- iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
 - *Tenderer's Eligibility- Confidential Business Questionnaire*
 - *Certificate of Independent Tender Determination*
 - *Self-Declaration of the Tenderer*

Date of this Tender submission: *[insert date (as day, month and year) of Tender submission]*

Request for Tender No.: *[insert identification]*

Name and description of Tender *[Insert as per ITT]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: *[insert complete name of Procuring Entity]* Dear Sirs,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum of Kenya Shillings *[[Amount in figures]* _____ Kenya Shillings *[amount in words]* _____.

The above amount includes foreign currency amount (s) of *[state figure or a percentage and currency]* *[figures]* _____ *[words]* _____.

The percentage or amount quoted above does not include provisional sums, and only allows not more than two foreign currencies.

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
3. We agree to adhere by this tender until _____ *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the undersigned, further declare that:
 - i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
 - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
 - iii) Tender-Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;
 - iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;

- v) **Tender Price:** The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
- vi) **Option 1,** in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];* Or
- Option 2,** in case of multiple lots:
- a) **Total price of each lot** *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];* and
- b) **Total price of all lots** (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*
- vii) **Discounts:** The discounts offered and the methodology for their application are:
- viii) The discounts offered are: *[Specify in detail each discount offered.]*
- ix) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- x) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- xi) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
- xii) **One Tender Per Tender:** We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
- xiii) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, Project Manager, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- xiv) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the requirements of ITT 3.8];*
- xv) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- xvi) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- xvii) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;

- xix) Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
- xxi) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1- Fraud and Corruption**” attached to the Form of Tender.

Name of the Tenderer: *[insert complete name of person signing the Tender]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: **[insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown

above] **Date signed** [insert date of signing] day of [insert month], [insert year]

Date signed _____ day of _____, _____

Notes

* In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

** Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.

A. TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

(a) **Tenderer's details**

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____ Age _____ Nationality _____
Country of Origin _____ Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) Registered Company, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company _____

Nominal Kenya Shillings (Equivalent)..... Issued

Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.

i) Are there any person/persons in (*Name of Procuring Entity*) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name _____ Title or

Designation _____

(Signature)

(Date)

B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____ [Name of Procuring Entity] for: _____ [Name and number of tender] in response to the request for tenders made by: _____ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name _____ Title _____ Date _____

[Name, title and signature of authorized agent of Tenderer and Date].

C. SELF - DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of Tender No. for (*insert tender title/description*) for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deposed to herein above is true to the best of my knowledge, information and belief.

..... (Title)
..... (Signature) (Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I, of P. O. Box being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of Tender No. for (*insert tender title/description*) for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I (person) on behalf of (*Name of the Business/ Company/Firm*) declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory..... Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date..... (Company Seal/ Rubber

Stamp where applicable)

Witness

Name Sign.....

Date.....

D. APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

2. The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

3. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior: -

- 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
 - a) shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
- c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

- iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “obstructive practice” is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
 - b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

“fraudulent practice” includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
 - c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.
-

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [Name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated [Date of submission of tender] for the [Name and/or description of the tender] (hereinafter called “the Tender”) for the execution of _____ under Request for Tenders No. _____ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [Name of Insurance Company] having our registered office at (hereinafter called “the Guarantor”), are bound unto [Name of Procuring Entity] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 ____.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

TENDER-SECURING DECLARATION FORM

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:.....*[insert date (as day, month and year) of Tender Submission]*

Tender No.:.....*[insert number of tendering process]*

To:..... *[insert complete name of Purchaser]* I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:..... Capacity / title (director

or partner or sole proprietor, etc.) Name:

..... Duly authorized to sign the bid

for and on behalf of: *[insert complete name of Tenderer]*

Dated on day of *[Insert date of signing]* Seal or stamp

Appendix to Tender

Schedule of Currency requirements

Summary of currencies of the Tender for _____ *[insert name of Section of the Works]*

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	
Provisional sums expressed in local currency _____	[To be entered by the Procuring Entity]

PART II - WORK REQUIREMENTS

SECTION V - DRAWINGS

Site drawings have been annexed separately

SECTION VI – TECHNICAL SPECIFICATIONS

1. GENERAL

All materials, equipment and testing apparatus etc. to be furnished and Works to be executed by the Contractor in this Contract shall conform to the requirements of the latest Kenya Standards, International Standards Organization (ISO) Standards, DIN, British Standards or other approved applicable Standard in Kenya, unless otherwise specifically stated.

Equipment to be purchased shall be from well recognized manufacturers whose products are standardized and controlled by any recognized Standards Organization.

All dimensions and measurement units shall be in S.I. units.

Equipment

The equipment to be employed by the Contractor shall have sufficient performance capacity and durability as to secure the completion of the Works within the construction period stipulated under the Contract. All materials and equipment shall be subject to inspections or tests by the Employer's representative at any time and in any state of completion both off-site and on-site as he deems necessary.

Temporary site store

For all equipment the contractor shall also plan for a temporary site store which is supposed to be removed from the site after completion of the works.

Survey Equipment

Listed below are the principal items of survey equipment to be made available for use during the whole duration of Project Implementation. All equipment shall be as new and with all necessary carrying containers, manuals, insurances, etc.

<u>Equipment</u>	
Precise automatic levels including tripods (Wild or similar)	1 Nr
Metric extending levelling staffs with vertical bubble	1 Nr
30m (enamelled or otherwise protected) steel bands	1 Nr
5 metre steel tapes	2 Nr
Builders spirit levels 1000mm long	1 Nr

Supply of pegs, crayons, spray paint, nails and all other items required for setting out and measuring the work.

The cost for provision of the above is deemed to be covered in the Bidder's Rates.

Protection of works

The Contractor shall carefully protect from injury by weather all work and materials which may be affected thereby.

Survey Beacons

During the progress of the Works, the Contractor shall not remove, damage, alter or destroy in any way whatsoever, any plot or survey beacons. He shall notify the Employer's representative of the need to interfere with any beacon. Employer's representative shall authorize any removal and reinstatement that he considers necessary.

Should any beacon be damaged or destroyed, the Contractor shall forthwith report the damage to the Employer's representative and to the Director of Surveys and shall be held liable for the cost of reinstatement thereof.

Damage to land

Except where specified for the proper execution of the Works, the Contractor shall not interfere with any fence, hedge, tree, land or crops within, upon or forming the boundary of the site or elsewhere. In the event of such interference, the Contractor shall make good to the satisfaction of the owner and the Employer's representative and shall pay to the owner such damages as the Employer's representative may determine.

Rivers and Drains

The Contractor shall at all times maintain the free flow of rivers and drains and prevent excavated material from the Works from being deposited in them.

Temporary works

The Contractor shall provide, maintain and remove on completion of the Works all temporary Works including roadways, sleeper tracks and staging etc., over roads, footpaths, suitable in every respect to carry all plant required for the work or for providing access or for any other purpose.

Details of Temporary Works shall be submitted in advance to the Employer's representative for his approval and the approval shall not relieve the Contractor of complete responsibility for their safety and satisfactory operation.

Signing

An advance warning sign in advance of the obstruction will be required, and where an appreciable change of direction is necessary at the obstruction, a sign (of the arrow or chevron type) at the obstruction itself. At particular danger points more comprehensive signing may be required.

Footpaths

Where a footpath is affected by an obstruction in any way it shall be separated from both obstruction and traffic by effective banners and red marked signs spaced at regular intervals as instructed by the Employer's representative

Affected Services

Public owned services.

Before commencing Works which include excavation or ground levelling by manual or mechanical excavation the Contractor shall ensure that any services of

- (a) The regional Water and Sewerage Company
- (b) Telkom Kenya,
- (c) Kenya Power & Lighting Co. Ltd.
- (d) and all other Public Bodies, Companies and persons who may be affected,

have been located with position and depth of their respective ducts, cables, mains, pipes, or other appurtenances.

The Contractor shall then at his own expense arrange the protection of those services during his works.

The Contractor shall be liable for the cost of relocation or repairs to any services damaged as a result of carrying out the Works and execution of these Works.

Privately owned services

If any privately owned or public services passing through the site will be affected by the Works, the Contractor shall provide at his own expense a satisfactory alternative service in full working order to the satisfaction of the owner of the services and the Employer's representative before the cutting of the existing service. Any damage to private or public services shall be made good by the Contractor at his cost.

Water Supply

The Contractor shall provide for all purposes of the work, an adequate supply of water from a suitable source or sources approved by the Employer's representative. He must pay the water charges, if any, and make arrangements for supply, transport and distribution.

Use of heavy plant

In the event of the Contractor desiring to use heavy machinery or plant, he shall first satisfy the Employer's representative that they will be of such size and used in such a manner as not to cause any disturbance or damage in particular to water, electricity, fences, roads or other mains, cables and connections or to sewers, culverts etc. or interfere with the line or position of any overhead wires and cables of any sort, telegraph poles, power poles etc.

The Contractor will be held liable for any such damage or disturbance and shall pay the full costs of any reinstatement, relaying, repairing or refixing as may be required, as agreed between the Employer's representative and the owner affected.

Provision of instruments and labour

The Contractor shall provide at his own expenses all instruments, materials, tools and other things which the Employer's representative considers necessary for his proper supervision of the Works and shall maintain the same in good order. He shall also provide materials, an experienced Surveyor and labour for attendance on the Employer's representative in carrying out operations connected with the supervision of the Works. All charges arising out of such services shall be deemed to be included in his rates in the Bill of Quantities.

Access to sites

The Contractor shall construct and maintain all temporary accesses required for the execution of the Works. The cost of all these Works shall be deemed to be covered by rates and prices quoted by the Contractor.

Pollution

The Contractor shall ensure that during the course of his operations no major pollution of the atmosphere, rivers, reservoir catchment areas or groundwater is allowed to take place.

Tree protection

Trees within the permanent and temporary easement are the property of owners. Specific trees will be identified by the Employer's representative, prior to construction, and the Contractor shall neither remove nor cut their roots unless otherwise directed by the Employer's representative. Any cut down of trees and roots which are within the construction area have to be discussed and confirmed by the Employer's representative.

Geological data and ground water

Any geological or other data that is made available to the Contractor and is relevant to the Works, will be for his guidance only, and no guarantee is given that other ground conditions will not be encountered. No claims based on the geological data provided shall be entertained by the Employer's representative. The Contractor shall be deemed to have made any additional investigations required before submission of his Tender. He shall also investigate the groundwater level and consider costs for protecting excavations against water infiltration. All charges arising out of such services shall be deemed to be included in his rates in the Bill of Quantities.

Watching and Fencing

The Contractor shall arrange to guard the Works both during the day and night from the commencement of the Works until the substantial completion of the Works.

Any excavation or other obstruction likely to cause injury or damage to any person or domestic animals must be fenced off as directed by the Employer's representative.

Tips

The Contractor shall be responsible for provision of all tips, at his own expense, for disposal of all spoil or other rubbish collected during the construction of the Works. Any surplus excavated material not required shall also be carted away to these tips. The site of the tips must be approved by the Employer's representative.

Meetings

The Employer will provide suitable locations (e.g. a board room) for the necessary meetings

Throughout the project period, site meetings will be held every calendar month to discuss the progress of the work, schedule for the ensuing month, methods of construction, procurement, transportation, labors, etc. These meetings can be called at any other time intervals at the request of the Contractor or as directed by the Employer's representative or County Resident Monitor (WSTF).

Inspection by Employer's representative during Defects Liability Period

The Employer's representative will give the Contractor due notice of his intention to carry out inspection during the Defects Liability Period and the Contractor shall upon receipt of such notice arrange for a responsible representative to be present at the times and dates named by the Employer's representative. This representative shall render all necessary assistance and take notice of all matters and things to which his attention is directed by the Employer's representative.

Submission of samples

Before incorporating in the finished work any materials or articles which he supplies under the terms of the Contract, the Contractor shall submit to the Employer's representative for his approval a sample of each respective material or article, and such samples shall be delivered to and kept at his office for reference. All the respective kinds of materials and articles used in and upon the Works, shall be at least equal in quality to the approved samples. Each and every sample shall be a fair average of the bulk material or of the article which it represents. The Employer's representative may decide the method by which each sample to be taken from the bulk material shall be obtained.

Rejected Material

Should any material or manufactured articles be brought on to the site of the Works which are in the judgement of the Employer's representative unsound or of inferior quality or in any way unsuited for the work in which it is proposed to employ them, such materials or manufactured articles shall not be used upon the Works but shall be branded if, in the opinion of the Employer's representative, this is necessary and shall

forthwith be removed from the site of the Works, all at the Contractor's expense and in each case as the Employer's representative shall direct.

Quality of material and workmanship

The materials and workmanship shall be of the best of their respective kinds and shall be to the approval of the Employer's representative. In the reading of this Specification the words "to the approval of the Employer's representative" shall be deemed to be included in the description of all materials incorporated in the Works, whether manufactured or natural and in the description of all operations for the due execution of the Works.

Test running of constructed item

Upon substantial completion of the scheme and official inspection which agrees to this, the Contractor shall operate the entire scheme for the test period indicated in the Bill of Quantities under Auxiliary Works.

The Contractor shall supply all necessary personnel and equipment for the test running and together with the Employer's representative shall compile a list of detailed operating instructions that shall be incorporated into the Operation and Maintenance Manual. The Contractor shall further bring to the attention of Employer's representative and of the Employer's operational staff any problem or defects he encounters during this period of test running so that solutions may be found and any necessary alterations made.

Construction Programme

The Contractor shall submit to the Employer's representative for approval, a revision of the Construction Programme in the following manner:

- a. Within thirty (30) days after receiving the Letter of Acceptance, the Contractor shall submit to the Employer's representative for approval, a detailed Programme based on the key date stated hereinafter or other dates which are given in the Letter of Acceptance showing the order of procedure in which he proposes to carry out the Works
- b. This Programme shall indicate clearly all activities and its duration along with the earliest and the latest event, times and the first and last dates of the submission of the Drawings and each date of inspection by the Employer's representative for the section or portion of the Works.
- c. The Programme so prepared shall be rearranged in the form of a Time Bar-chart Schedule of which size shall be in A3). This Time Bar-chart Schedule shall be submitted to the Employer's representative together with the CPM Network (Critical Path Method)
- d. The CPM Network shall be in accordance with commonly accepted practices and shall show graphically the chain of activities / sub-activities and their sequential relationship with each other from the

start of construction to the completion of the Contract. The Time Bar-chart Schedule shown in weeks shall list all main activities and its applicable sub-activities.

- e. In preparing the CPM Network and the Time Bar-chart Schedule the Contractor shall make due allowances for possible delays. Under no circumstances shall the CPM Network or the Time Bar-chart Schedule show a completion in excess of the “Time for Completion” stated in the Form of Tender.
- f. The Programme once approved by the Employer’s representative shall thereafter be referred to as the Contractual Programme. The Employer’s representative’s approval of such Programme shall not relieve the Contractor of any of his duties or responsibilities under the Contract.
- g. The Contractual Programme approved shall supersede all other Programmes and shall be deemed to be the Programme on which the Contractor has based his Contract Sum and in accordance with which he will undertake the execution of the Works. This Programme shall become part of the Contract.
- h. The Contractor shall ensure that all the Works especially Electrical and Mechanical Works which may be carried out by the Electrical/Mechanical Sub-Contractor, are well coordinated with the overall Works under the Contract for the efficient execution of the Works, and shall clearly indicate them on the construction programme.
- i. The Contractor shall also describe the conditions of working shifts, if necessary, to execute the Works and whether work needs to be carried out at night and/or on Sundays and holidays. The Contractor should also indicate which particular Works are subject to these timings in his construction programme.
- j. Whenever the Contractor proposes to change the Contractual Programme, approval of the revision shall be obtained in writing from the Employer’s representative.
- k. If the Contractor has fallen behind the approved Contractual Programme or can foresee delay(s) therein, he shall, immediately after such default or event occurred or foreseen or at the request of the Employer’s representative submit a revision of the Contractual Programme.

As built and record drawings

The Contractor shall prepare and submit to the Employer's representatives Representative "as-built-drawings" of the works, showing all works as executed after completion of works.

Prior to the issue of any Taking-Over Certificate, the contractor shall submit to the Employer's Representative one full-size original copy, two printed copies of the relevant "as-built-drawings"

The works shall not be considered to be completed for the purposes of Taking-Over until such documents have been submitted to the Employer's Representative and in case of any claimed rectification to be made good to his full satisfaction.

The compliance of this Clause by the Contractor is deemed to be covered in his rates as quoted in the Tender.

CLEARING SITE

The Contractor shall demolish, break up and remove buildings, walls, gates, fences, advertisements and other structures and obstructions, grub up and remove trees, hedges, bushes and shrubs and clear the site of the works at such time and to the extent required by the Employer's representative: the materials so obtained shall so far as suitable be reserved and stacked for further use; all rubbish and materials for use shall be destroyed or removed from the site, as directed by the Employer's representative.

Vegetation

No allowance will be made for the cutting and removal of crops, grass, weeds and similar vegetation. The cost of all such work will be held to be included in the rates entered in the Bill of Quantities.

a) Bushes and small Trees

All bushes and small trees, the main stem of which is less than 500mm girth at 1 metre above ground level shall be uprooted (unless otherwise directed by the Employer's representative) and burnt or otherwise disposed off as directed by the Employer's representative.

b) Hedges

Where directed by the Employer's representative, hedges shall be uprooted and disposed off by burning.

c) Felling trees

Where shown on the drawings or directed by the Employer's representative, trees shall be uprooted or cut down as near to ground level as is possible. The rates entered in the Bill of Quantities shall include for cutting down, removing branches and foliage,

cutting useful timber into suitable lengths, loading, transporting not more than 1 km. and stacking or disposing off all as directed by the Employer's representative.

For the purpose of measurement trees cut down shall be classified according to their girth at 1 metre above ground level, the cost of grubbing up roots shall be deemed to be covered by the rate for felling trees.

Grubbing up roots

Stumps and tree roots shall, unless otherwise directed, be grubbed up, blasted, burnt or removed and disposed of in approved dumps to be provided by the Contractor. Where directed by the Employer's representative, the holes resulting from grubbing up shall be filled with approved materials, which shall be deposited and compacted in layers not exceeding 225mm loose depth, to the same dry density as that of the adjoining soil. For the purpose of measurement, tree roots shall be classified according to the mean diameter of the stump measured across the cut.

EXCAVATION

Definition and classification of excavated materials

Excavation in the Bills of Quantities shall be classified in two categories:-

d) Common Excavation

Any material which in the opinion of the Employer's representative can be excavated by use of pick axes and hand levers shall be classified as common excavation. Water logged material shall be included in this class. Murram in any form shall be classified as common excavation.

e) Rock

The decision of the Employer's representative in classifying rock shall be final and binding.

Rock in the Bill of Quantities will be itemized in three classes:-

Class 'A'

Soft rock of the type known locally as 'tuff' which in the opinion of the Employer's representative cannot be considered as hard rock but which considerably increases the amount of labour needed for its removal shall be known as Class 'A' rock.

Class 'B'

Very weathered phonolite lava containing many fissures and faults shall be known as hard rock. This type of rock contains stones and boulders of unweathered or incompletely formed blacktrap or lava. A boulder or outcrop of hard rock 1.5 cubic meter or less and grey or green building stone in a formation which is massive and geologically homogeneous, will be deemed to be Class 'B' rock.

Class ‘C’

Phonolite in a formation which is massive and geologically homogeneous shall be known as Class ‘C’ rock.

Excavation of fill

Where excavation reveals a combination of suitable and unsuitable materials, the Contractor shall, wherever the Employer’s representative considers it practicable, carry out the excavation in such a manner that the suitable materials are placed separately for use in the works without contamination by the unsuitable materials.

If any suitable material excavated from within the site is, with the agreement of the Employer’s representative, taken by the Contractor for his use, sufficient suitable filling material to occupy after specified compaction, a volume corresponding to that which the excavated material occupied, shall, unless otherwise directed by the Employer’s representative be provided by the Contractor from his own sources.

No excavated material shall be dumped or run to spoil except on the direction or with the permission of the Employer’s representative who may require material which is unsuitable to be retained on site. Material used for haul roads shall not be re-used without the permission of the Employer’s representative.

Compaction of fill

All materials used in fill shall be compacted to specification by plant approved by the Employer’s representative for that purpose. Maximum compacted thickness of such layers shall not be more than 200mm.

Work on the compaction of plastic materials for fill shall proceed as soon as practicable after excavation and shall be carried out only when the moisture content is not greater than 2 per cent above the plastic limit for that material. Where the moisture content of plastic material as excavated is higher than this value the material shall be run to spoil and an equal volume of material suitable for filling shall be replaced, unless the Contractor prefers, at his own expense, to wait until the material has dried sufficiently for acceptance again as suitable material.

If any such non-plastic material on excavation is too wet for satisfactory compaction and the Employer’s representative orders the moisture content to be lowered or raised, such work shall be treated as included in the rates. All adjustments of moisture content shall be carried out in such a way that the specified moisture content remains uniform throughout compaction.

Work shall be continued until a state of compaction is reached throughout the fill, which shall have relative compaction determined according to B.S. 1377 not less than 85% of maximum dry density at optimum moisture contents. For excavation under Roads, House Drives and Car Parks the backfilling shall be compacted in 150mm layer to 100% maximum dry density.

Embankment over sewers

In carrying embankments over sewer pipes, care shall be taken by the Contractor to have the embankments brought up equally on both sides and over the top of any such structures. Earth embankments shall be formed and compacted in layers of 200mm as the Employer's representative may direct. The filling immediately adjacent to structures shall be deposited and compacted in accordance with the drawings and approved by the Employer's representative. The cost of these works shall be included in the prices entered in the Bill of Quantities for the excavations from which embankments are formed.

Tipped refuse on site

Tipped refuse other than artificial deposits of industrial waste or shale found on the site shall be removed and disposed off in a spoil heap to be provided by the Contractor.

Removal of industrial waste, etc.

Artificial deposits of industrial waste or shale found on the site shall be removed and disposed off as directed by the Employer's representative. Should any particular deposits consist of or contain material which in the opinion of the Employer's representative is suitable for incorporation in fills, all such material shall be used accordingly and deposited in layers and compacted as specified. The prices entered in the Bill of Quantities for the excavation of the material shall include loading, transportation, disposal and compaction of same as and where directed.

Land slips

Remedial works and/or the removal of materials in slips, slides or subsidences and overbreaks of rock extending beyond the lines and slopes, or below the levels shown on the drawings or required by the Employer's representative, will not be paid for.

Classification of material from slips

The classification of material from slips or slides will be in accordance with its condition at the time of removal, regardless of prior condition. Measurement of overbreak in rock excavation shall be that of the space originally occupied by the material before the slide occurred and regardless of its subsequent classification.

Borrow pits

Where for any reason, it becomes necessary to form borrow pits, these shall be located and the work executed in all respects to the instructions of the Employer's representative. They shall be regular in width and shape and admit of ready and accurate measurement, and shall be properly graded and drained and finished with neatly trimmed slopes.

Streams, watercourses and ditches

Excavations carried out in the permanent diversion, enlargement, deepening, or straightening of streams, watercourses, or ditches shall be performed as directed by the Employer's representative. The rates for such excavations shall include for

excavated materials and all pumping, timbering works, and materials necessary for dealing with the flow of water.

Filling of old watercourses

Where watercourses have to be diverted from the sites of embankments or other works, the original channels shall be cleared of all vegetable growths and soft deposits and carefully filled in with approved materials deposited and compacted as directed by the Employer's representative.

Open ditches

Open ditches for drainage purposes shall be cut where and of such cross section as the Employer's representative shall direct and where so required by him they shall be constructed before the cuttings are opened or the embankments begin. The sides shall be dressed fair throughout and the bottom accurately graded so as to carry off the water to the outlet to be provided. The material excavated from the ditches shall be disposed of as directed by the Employer's representative.

Clearing existing ditches

Where directed by the Employer's representative, existing ditches shall be cleared by removing vegetable growths and deposits. The sides shall be shaped fair throughout and the bottoms properly graded. Material removed from existing ditches shall be disposed of in tips provided by the Contractor. The rates included in the Bill of Quantities for clearing ditches shall include for maintaining and keeping clean until and up to maintenance period.

Excavation for foundations below open water

The rates for excavation for foundations below the water level shall include for the cost of all temporary close timbering and shoring, sheet piling, coffer dams, caissons, pumps and other special appliances required and for the draining of any water in the excavation.

Trenches of greater width and depth than instructed

The Contractor shall not be entitled to payment in respect of excavation to any greater extent, whether horizontally or vertically, than is necessary to receive any structure for which the excavation is intended, except where a separate item is provided for additional excavation for working space, timbering, or other temporary work. Excavation to a greater depth or width than directed shall be made good with suitable materials to the satisfaction of the Employer's representative and at the Contractor's cost.

Support for trenches

The sides of trenches shall where necessary be adequately supported to the satisfaction of the Employer's representative by timber or other approved means.

Provision of spoil heaps

The Contractor shall provide spoil heaps at his own expense for the disposal of surplus material and all rubbish collected when clearing the site and during the construction of the works. The sites for these shall be approved by the Employer's representative.

Use of vibratory compaction plant

Where vibratory rollers or other vibratory compaction plant is used, the mechanism for vibration shall be kept working continuously during compaction operations, except during periods when the Employer's representative permits or directs discontinuance of vibration.

Unless otherwise permitted by the Employer's representative, the frequency for vibration shall be maintained within the range of amplitude and frequency recommended by the manufacturers of the plant for the material to be compacted. The frequency shall be recorded by a tachometer indicating speed of rotation of any shaft producing vibrations.

Water in excavations

All excavations shall be kept free from water, from whatever source, at all times during construction of works until in the opinion of the Employer's representative, any concrete or other works therein are sufficiently set. The Contractor's rates are deemed to cover compliance with this requirement.

The Contractor shall provide all plant, labor and materials required for such work and all costs incurred shall be deemed to be included in his rates for excavation.

CONCRETE

This section covers the materials, design of mixes, mixing, transport, placing, compaction and curing of concrete and mortar required in the Works. It also covers formwork and reinforcement for concrete.

Definitions

Structural concrete is any class of concrete which is used in reinforced, pre-stressed or unreinforced concrete construction, which is subject to stress.

Non-structural concrete is composed of materials complying with the Specification but for which no strength requirements are specified and which is used only for filling voids, blinding foundations and similar purposes where it is not subjected to significant stress.

A formed surface is a face which has been cast against formwork.

An unformed surface is a horizontal or nearly horizontal surface produced by screeding or trowelling to the level and finish required.

A pour refers to the operation of placing concrete into any mould, bay or formwork, etc. and also to the volume which has to be filled. Pours in vertical succession are referred to as lifts.

The design of concrete mixes

f) Classes of concrete

The classes of structural concrete to be used in the works shall be those shown on the Drawings and designated in Table 4.1, in which the class designation includes two figures. The first figure is the nominal strength at 28 days expressed in N/mm^2 and the second figure is the maximum nominal size of aggregate in the mix expressed in millimeters.

g) Design of proposed mixes

The Contractor shall design all the concrete mixes called for on the Drawings, making use of the ingredients which have been approved by the Employer's representative for use in the Works and in compliance with the following requirements:-

Table 4.1 - CONCRETE CLASSES AND STRENGTHS

Class of Concrete	Nominal Strength	Maximum Nominal Size	Maximum Water / Cement Ratio		Trial Mixes Target Mean	Early Works Test Cubes (Clause 401 d)	
	N/mm ²	of Aggregate mm	A	B	Strength (Clause 401 c) N/mm ²	Any one Cube N/mm ²	Average of any Group of 4 Cubes N/mm ²
10/75	10	75	0.60	0.55	13.5	8.5	13.3
15/75	15	75	0.60	0.50	21.5	12.8	20.0
15/40	15	40	0.60	0.50	21.5	12.8	20.0
15/20	15	20	0.57	0.50	21.5	12.8	20.0
20/40	20	40	0.55	0.48	31.5	17.0	27.5
20/20	20	20	0.53	0.48	31.5	17.0	27.5
20/10	20	10	0.50	0.48	31.5	17.0	27.5
25/40	25	40	0.52	0.46	36.5	21.3	32.5
25/20	25	20	0.50	0.46	36.5	21.3	32.5
25/10	25	10	0.48	0.46	36.5	21.3	32.5
30/40	30	40	0.50	0.45	41.5	25.5	37.5
30/20	30	20	0.48	0.45	41.5	25.5	37.5
30/10	30	10	0.47	0.45	41.5	25.5	37.5
40/20	40	20	0.46	0.43	51.5	34.0	47.5
40/10	40	10	0.45	0.43	51.5	34.0	47.5

NOTES:

Under water/cement ratio, column A applies to moderate and intermediate exposure, and column B applies to severe exposure. See NOTE after Table 4.2.

In case of concrete having a maximum aggregate size of 40mm or less, 150mm cubes should be used.

Table 4.2 - MINIMUM CEMENT CONTENT

Minimum Cement Content - kg/m ³ of Compacted Concrete			
Class of Concrete	Moderate Exposure	Intermediate Exposure	Severe Exposure
10/75,15/75	200	220	270
15/40, 20/40, 25/40, 30/40	240	270	290
15/20, 20/20, 25/20, 30/20	260	300	330
40/20	300	320	330
20/10, 25/10, 30/10	300	340	390
40/10	310	340	390

Note: the minimum cement contents shown in the above table are required in order to achieve impermeability and durability. In order to meet the strength requirements in the Specification higher contents may be required.

The categories applicable to the Works are based broadly on the factors listed hereunder:

a) Moderate exposure

Surface sheltered from severe rain; buried concrete, concrete continuously under water

b) Intermediate exposure

Surface exposed to driving rain; alternate wetting and drying; traffic; corrosive fumes; heavy condensation.

c) Severe exposure

Surface exposed to sea water, moorland water having a pH of 4.5 or less, groundwater containing sulphates.

- a) The Contractor shall take necessary action to remedy concrete which does not comply with this Specification. Such action may include but is not necessarily confined to the following:-
- b) Increasing the frequency of sampling until control is again established
- c) Cutting test cores from the concrete and testing in accordance with SRN 117.
- d) Carrying out strengthening or other remedial work to the concrete where possible or appropriate.
- e) Carrying out non-destructive testing such as load tests on beams.
- f) Removing the concrete.

Mixing concrete

Before any plant for batching, mixing, transporting, placing, compacting and finishing concrete is ordered or delivered to site, the Contractor shall submit to the Employer's representative full details including type of mixer which he proposes to use and the arrangements he proposes to make.

h) Ready mixed concrete

The Employer's representative may approve the use of ready mixed concrete provided that:

- a) The proposed mixes, the material to be used and the method of storage and mixing comply with the requirements of the Specification;

and

- b) Adequate control is exercised during mixing.

Approval for the use of ready mixed concrete may be withdrawn if the Employer's representative is not satisfied with the control of the materials being used and control during mixing.

The mixed concrete shall be transported from the central plant using transit lorry mixers and/or agitator trucks.

i) Small scale concrete mixer

Alternatively a small-scale concrete mixer, self-powered with electricity or fuel can be used if the Contractor is able to prove the good working conditions of the mixer to the full satisfaction of the Employer's representative.

All mixing operations shall be under the control of an experienced supervisor.

The aggregate storage bins shall be provided with drainage facilities arranged so that drainage water is not discharged to the weigh hoppers. Each bin shall be drawn down at least once per week and any accumulations of mud or silt removed.

Cement and aggregate shall be **batched by weight**. Water may be measured by weight or volume.

The weighs of cement and of each size of aggregate as indicated by the mechanisms employed shall be within a tolerance of plus or minus two percent of the respective weights per batch agreed by the Employer's representative.

The Contractor shall provide standard test weights at least equivalent to the maximum working load used on the most heavily loaded scale and other auxiliary equipment required for checking the satisfactory operation of each scale or other measuring device.

The nominal drum or pan capacity of the mixer shall not be exceeded. The turning speed and the mixing time shall be as recommended by the manufacturer, but in addition, when water is the last ingredient to be added, mixing shall continue for at least one minute after all the water has been added to the drum or pan.

The blades of pan mixers shall be maintained within the tolerances specified by the manufacturer of the mixer and the blades shall be replaced when it is no longer possible to maintain the tolerances by adjustment.

The water to be added to the mix shall be reduced by the amount of free water contained in the coarse and fine aggregates. This amount shall be determined by the Contractor by a method agreed by the Employer's representative immediately before mixing begins each day and thereafter at least once per hour during concreting and for each delivery of aggregates during concreting. When the correct quantity of water, determined as set out in the Specification, has been added to the mix, no further water shall be added, either during mixing or subsequently.

After mixing for the required time, each batch shall be discharged completely from the mixer before any materials for the succeeding batch are introduced.

Mixers which have been out of use for more than 30 minutes shall be thoroughly cleaned before any fresh concrete is mixed and thereafter the first batch of concrete through the mixers shall contain only half the normal quantity of coarse aggregate. This batch shall be mixed for one minute longer than the time applicable to a normal batch.

Mixers shall be cleaned out before changing to another type of cement.

j) Hand-mixed concrete

Concrete for structural purposes shall not be mixed by hand. Where non-structural concrete is required, hand mixing may be carried out subject to the agreement of the Employer's representative.

The mixing shall be done on a hard impermeable surface. The materials shall be turned over not less than three times dry, water shall then be sprayed on and the materials again turned over not less than three times in a wet condition and worked together until a mixture of uniform consistency is obtained.

For hand mixed concrete the specified quantities of cement shall be increased by 10% and not more than 0.5 cubic metre shall be mixed at one time. During windy weather efficient precautions shall be taken to prevent cement from being blown away during the process of gauging and mixing.

Transport of concrete

The concrete shall be discharged from the mixer and transported to the Works by means which shall prevent adulteration, segregation or loss of ingredients, and which shall ensure that the concrete is of the required workability and consistency at the point and time of placing.

In case of premixed concrete the mixed concrete shall be transported using agitator trucks or transit truck mixers,

In case of the use of a small-scale concrete mixer wheel barrows might be sufficient.

The interval between feeding of water into the mixer drum and final discharging of the concrete shall not exceed one hour.

The time elapsed between mixing and placing a batch of concrete shall be as short as practicable and in any case not longer than will permit completion of placing and compaction before the onset of initial set. If the placing of any batch of concrete is delayed beyond this period, the concrete shall not be placed in the Works.

Placing of concrete

k) Consent for placing

Concrete shall not be placed in any part of the Works until the Employer's representative's consent has been given in writing, and the Contractor shall give the Employer's representative at least 1 full working day's notice of his intention to place concrete.

If concrete placing is not commenced within 24 hours of the Employer's representative's consent the Contractor shall again request consent as specified above.

l) Preparation of surface to receive concrete

Before deposition of further concrete they shall be clean, hard and sound and shall be wet but without any free-standing water.

Any flow of water into an excavation shall be diverted through proper side drains to a sump, or be removed by other suitable methods which will prevent washing away the freshly deposited concrete or any of its constituents. Any underdrains constructed for this purpose shall be completely grouted up when they are no longer required by a method agreed by the Employer's representative.

Unless otherwise instructed by the Employer's representative surfaces against which concrete is to be placed shall receive a prior coating of mortar mixed in the proportions similar to those of the fines portion in the concrete to be placed. The mortar shall be kept ahead of the concrete. The mortar shall be well worked into all parts of the excavated surface and shall not be less than 5mm thick.

If any fissures have been cleaned out they shall be filled with mortar or with concrete as instructed by the Employer's representative.

The amount of mortar placed at any one time shall be limited so that it does not dry out or set before being covered with concrete.

m) Concrete pump or placer

In case the contractor uses a concrete pump or place the type and capacity of pump shall be determined to meet the specified requirements, taking into account the placing speed, construction schedule, quality of concrete, location to which concrete is poured, etc. Diameter of the delivery pipes shall be not smaller than 3 times of the maximum size of aggregates to be used in the concrete.

Delivery pipes shall be so installed as to permit easy removal. Before starting the pump or placer operation, about one cubic metre of mortar with the same proportion of water, admixture, cement and fine aggregate as designated for the regular concrete mix shall be passed through the pipe. The pipe shall be set as straight and horizontally as possible to prevent clogging of the concrete mix in the pipe. The supports of the pipe line shall be stiff enough to fix the pipes firmly without adverse effect on forms and reinforcing steel already set in position. Care shall be taken to prevent leakage of the concrete mix from the pipe line or any other part.

n) Placing procedures

The concrete shall be deposited as nearly as possible in its final position. It shall be placed so as to avoid segregation of the concrete and displacement of the reinforcement, other embedded items, or formwork. It shall be brought up in layers approximately parallel to the construction joint planes and not exceeding 500mm in compacted thickness unless otherwise permitted or directed by the Employer's representative, but the layers shall not be thinner than four times the maximum nominal size of aggregate.

Layers shall be placed so that they do not form feather edges nor shall they be placed on a previous layer which has taken its initial set. In order to comply with this requirement, a layer may be started before completion of the preceeding layer.

All the concrete in a single bay or pour shall be placed in a continuous operation. It shall be carefully worked round all obstructions, irregularities in the foundations and the like so that all parts are completely full of compacted concrete with no segregation or honeycombing. It shall also be carefully worked round and between waterstops, reinforcement, embedded steelwork and similar items which protrude above the surface of the completed pour.

All work shall be completed on each batch of concrete before its initial set commences and thereafter the concrete shall not be disturbed before it has set hard. No concrete that has partially hardened during transit shall be used in the Works and the transport of concrete from the mixer to the point of placing shall be such that this requirement can be complied with.

Concrete shall not be placed during rain which is sufficiently heavy or prolonged as to wash mortar from coarse aggregate on the exposed faces of fresh concrete. Means shall be provided to remove any water accumulating on the surface of the placed concrete. Concrete shall not be deposited into such accumulation of water.

In drying weather, covers shall be provided for all fresh concrete surfaces which are not being worked on. Water shall not be added to concrete for any reason.

When concrete is discharged above its place of final deposition, segregation shall be prevented by the use of chutes, downpipes, trunking, baffles or other appropriate devices, as approved by the Employer's representative.

Forms for walls, columns and other thin sections of significant height shall be provided with openings or other devices that will permit the concrete to be placed in a manner that will prevent segregation and accumulations of hardened concrete on the formwork or reinforcement above the level of the placed concrete.

o) Interruptions to placing

If concrete placing is interrupted for any reason and the duration of the interruption cannot be forecast or is likely to be prolonged, the Contractor shall immediately take the necessary action to form a construction joint so as to eliminate as far as possible feather edges and sloping top surfaces and shall thoroughly compact the concrete already placed in accordance with Clause 406. All work on the concrete shall be completed while it is still plastic and it shall not thereafter be disturbed until it is hard enough to resist damage. Plant and materials to comply with this requirement shall be readily available at all times during concrete placing.

Before concreting is resumed after such an interruption the Contractor shall cut out and remove all damaged or uncompacted concrete, feather edges or any other

undesirable features and shall leave a clean sound surface against which the fresh concrete may be placed

p) Dimensions of pours

Unless otherwise agreed by the Employer's representative, pours shall not be more than two meter high and shall as far as possible have a uniform thickness over the plan area of the pour. Concrete shall be placed to the full planned height of all pours except in the circumstances described in sub-clause 405(d).

The Contractor shall plan the dimensions and sequence of pours in such a way that cracking of the concrete does not take place due to thermal or shrinkage stresses.

q) Placing sequence

The Contractor shall arrange that as far as possible the intervals between placing successive lifts of concrete in one section of the Works are of equal duration. This duration shall normally be not less than three or more than seven days under temperate weather conditions unless otherwise agreed by the Employer's representative.

Where required by the Employer's representative to limit the opening of construction joints due to shrinkage, concrete shall not be placed against adjacent concrete which is less than 21 days old.

When the drawings call for contraction gaps in concrete, these shall be of the widths and in the locations shown on the drawings and they shall not be filled until the full time interval shown on the drawings has elapsed.

Compaction of concrete

The concrete shall be fully compacted throughout the full extent of the placed layer. It shall be thoroughly worked against the formwork and around any reinforcement and other embedded items, without displacing them. Particular care shall be taken at arises and other confined spaces. Successive layers of the same pour shall be thoroughly worked together.

Concrete shall be compacted with the assistance of mechanical immersion vibrators.

Immersion vibrators shall operate at a frequency of between 7,000 and 10,000 cycles per minute. The Contractor shall ensure that vibrators are operated at pressures and voltages not less than those recommended by the manufacturer in order that the compactive effort is not reduced.

A sufficient number of vibrators shall be operated to enable the entire quantity of concrete being placed to be vibrated for the necessary period and, in addition, standby vibrators shall be available for instant use at each place where concrete is being placed.

Vibration shall be continued at each point until the concrete ceases to contract, a thin layer of mortar has appeared on the surface and air bubbles have ceased to appear. Vibrators shall not be used to move concrete laterally and shall be withdrawn slowly to prevent the formation of voids.

Vibration shall not be applied by way of reinforcement nor shall vibrators be allowed to touch reinforcement or other embedded items. The vibrators shall be inserted vertically into the concrete to penetrate the layer underneath at regular spacing. The spacing shall not exceed the distance from the vibrator over which vibration is visibly effective.

Curing of concrete

r) General

Concrete shall be protected during the first stage of hardening from loss of moisture and from the development of temperature differentials within the concrete sufficient to cause cracking. The methods used for curing shall not cause damage of any kind to the concrete.

Curing shall be continued for as long as may be necessary to achieve the above objectives but in any case for at least seven days or until the concrete is covered by later construction whichever is the shorter period.

The curing process shall commence as soon as the concrete is hard enough to resist damage from the process, and in the case of large areas or continuous pours, shall commence on the completed section of the pour before the rest of the pour is finished.

Details of the Contractor's proposals for curing concrete shall be submitted to the Employer's representative before the placing of concrete commences in the Works.

Formed surfaces may be cured by retaining the formwork in place for the required curing period.

If instructed by the Employer's representative, the Contractor shall, in addition to the curing provisions set out above provide a suitable form of shading to prevent the direct rays of the sun reaching the concrete surfaces for at least the first four days of the curing period.

s) Loss of moisture

Exposed concrete surfaces shall be closely covered with impermeable sheeting, properly secured to prevent its removal by wind and the development of air spaces beneath it. Joints in the sheeting shall be lapped by at least 300mm.

If for some reason it is not possible to use impermeable sheeting, the Contractor shall keep the exposed surfaces continuously wet by means of a water spray or by covering with a water absorbent material which is kept wet.

Water used for curing shall be of the same quality as that used for concrete mixing.

t) Limitation of temperature differential

The Contractor shall limit the development of temperature differentials in concrete after placing by any means appropriate to the circumstances including the following:

- a. limiting concrete temperatures at placing
- b. use of low heat cement, subject to the agreement of the Employer's representative;
- c. insulation of exposed concrete surface by insulating blankets. Such blankets shall have an insulation value at least equivalent to 50mm of dry mineral wool;
- d. leaving formwork in place during the curing period. Steel forms shall be suitably insulated on the outside;
- e. preventing rapid dissipation of heat from surfaces by shielding from wind;
- f. avoiding the use of water sprays when such use would cause rapid cooling of the surface.

Protection of fresh concrete

Freshly placed concrete shall be protected from rainfall and from water running over the surface until it is sufficiently hard to resist damage from these causes.

No traffic shall be allowed on any concrete surface until such time as it is hard enough to resist damage by such traffic.

Concrete placed in the Works shall not be subjected to any loading until it has attained at least its nominal strength.

If the Contractor desires to impose loads on newly-placed concrete, he shall make at least three test cubes and cure them in the same conditions as the concrete they represent. These cubes shall be tested singly at suitable intervals in order to estimate the time at which the nominal strength is reached.

Concreting in hot weather

u) General

- v) The Contractor shall prevent damage to concrete arising from exposure to extreme temperatures, and shall maintain in good working order all plant and equipment required for this purpose.

In the event that conditions become such that even with the use of the equipment the requirements cannot be met, concrete placing shall immediately cease until such time as the requirements can again be met.

w) Concrete placing in hot weather

During hot weather the Contractor shall take all measures necessary to ensure that the temperature of concrete at the time of placing in the Works does not exceed 30 degrees centigrade and that the concrete does not lose any moisture during transporting and placing.

Such measures may include but are not necessarily limited to the following:-

- a) Shielding aggregates from direct sunshine.
- b) Use of a mist water spray on aggregates
- c) shields on mixing plants and transporting equipment.
- d) Cooling the mixing water. If ice is used for this purpose it should preferably be in flake form. Lump ice shall not be allowed to enter the tank supplying the mixer drum.
- e) Covering skips closely with polythene sheet so that the latter is in contact with the concrete.

Areas in which concrete is to be placed shall be shielded from direct sunshine and rock or concrete surfaces shall be thoroughly wetted to reduce absorption of water from the concrete placed on or against them.

After concrete in any part of an area has been placed, the selected curing process shall be commenced as soon as possible. If any interval occurs between completion of placing and start of curing, the concrete shall be closely covered during the interval with polythene sheet to prevent loss of moisture.

Finishes on unformed surfaces

Horizontal or nearly horizontal surfaces which are not cast against formwork shall be finished to the class shown on the drawings and defined hereunder.

x) UF 1 Finish

All surfaces on which no higher class of finish is called for on the drawings or instructed by the Employer's representative shall be given a UF 1 finish.

The concrete shall be levelled and screened to produce a uniform plain or ridged surface, surplus concrete being struck off by a straight edge immediately after compaction.

y) UF 2 Finish

This is a floated finish for roof or floor slabs and other surfaces where a hard trowelled surface is not required.

The surface shall first be treated as a Class UF 1 finish and after the concrete has hardened sufficiently, it shall be floated by hand or machine sufficiently only to produce a uniform surface free from screed marks.

z) UF 3 Finish

This is a hard trowelled surface for use where weather resistance or appearance is important, or which is subject to high velocity water flow.

The surface shall be floated as for a UF 2 finish but to the tolerance stated below. When the moisture film has disappeared and the concrete has hardened sufficiently to prevent laitance from being worked to the surface, it shall be steel trowelled under firm pressure to produce a dense, smooth uniform surface free from trowel marks.

Table 4.4 - SURFACE TOLERANCES

Class of Finish	Tolerance in mm. See notes		
	A	B	C
UF 1	N/A	10	+ 20 or - 10
UF 2	Nil	10	+ 20 or - 10
UF 3	Nil	5	+ 12.5 or -7.5

Notes:

- Col. A is the maximum allowable value of any sudden change of level in the surface.
- Col. B is the maximum allowable value of any gradual irregularity of the surface, as indicated by the gap between the surface and a three meter long straight edge or correctly shaped template placed on the surface.

- c) Col. C is the maximum allowable value of the difference in level or position between a three meter long straight edge or correctly shaped template placed on the surface and the specified level or position of that surface.

Where dimensional tolerances are given on the drawings or in this Special Specification they shall take precedence over those given in Table 4.4.

If not specified further in the drawings Class UF 1 shall apply for all unformed surfaces.

Mortar

This clause covers mortar for use ahead of concrete placing, and other uses not covered elsewhere in the Specification.

Mortar shall be composed of fine aggregate and ordinary Portland cement. The mix proportions shall be as stated on the drawings or elsewhere in this Specification or if not stated shall be one part of cement to two parts of fine aggregate by weight.

Small quantities of mortar may be hand mixed but for amounts over 0.5 cubic metre, a mechanical mixer shall be used.

The water content of the mortar shall be as low as possible consistent with the use for which it is required but in any case the water/cement ratio shall not be more than 0.5.

Mortar which is specified as 'dry pack' shall be mixed with sufficient water for the mix to become cohesive but not plastic when squeezed in the hand. Dry pack mortar shall be rammed into the cavity it is required to fill, using a hand rammer with sufficient force to ensure full compaction.

Concrete for secondary purposes

- a) Non-structural concrete (NS concrete) shall be used only for non-structural purposes where shown on the drawings.

NS concrete shall be composed of ordinary Portland cement complying with requirements and aggregates complying within the grading limits.

The weight of cement mixed with 0.3 cubic meter of combined or all-in aggregate shall not be less than 50 kg. The mix shall be proportioned by weight or by volume. The maximum aggregate size shall be 40mm nominal.

The concrete shall be mixed by machine or by hand to a uniform colour and consistency before placing. The quantity of water used shall not exceed that required to produce a concrete with sufficient workability to be placed and compacted where required.

The concrete shall be compacted by hand or by mechanical vibration.

b) No Fines concrete (NF concrete) is intended for use where a porous concrete is required and shall only be used where shown on the drawings or instructed by the Employer's representative.

The mix shall consist of ordinary Portland cement complying with SRN 115. The aggregate size shall be 40mm to 10mm only. The weight of cement mixed with 0.3 cubic metre of aggregate shall not be less than 50 kg. The quantity of water shall not exceed that required to produce a smooth cement paste which will coat evenly the whole of the aggregate.

Records of concrete placing

Records, in a form agreed by the Employer's representative, shall be kept by the Contractor of the details of every pour of concrete placed in the Works. These records shall include class of concrete, location of pour, date of pour, ambient temperature and weather conditions during mixing and placing and concrete temperature at time of placing, moisture contents of aggregates, details of mixes, batch numbers, cement batch number, results of all tests undertaken

Construction joints

Whenever concrete is to be bonded to other concrete which has hardened, the surface of contact between the sections shall be deemed a construction joint.

Where construction joints are shown on the drawings, the Contractor shall form such joints in those positions. The location of joints which the Contractor requires to make for the purpose of construction shall be subject to the agreement of the Employer's representative. Construction joints shall be in vertical or horizontal planes except in sloping slabs where they shall be normal to the exposed surface or elsewhere where the drawings require a different arrangement.

Construction joints shall be so arranged as to reduce to a minimum the effects of shrinkage in the concrete after placing, and shall be placed in the most advantageous positions with regard to stresses in the structures and the desirability of staggering joints.

Feather edges of concrete at joint shall be avoided and any feather edges which may have formed where reinforcing bars project through a joint shall be cut back until sound concrete has been reached.

The intersection of horizontal or near horizontal joints and exposed faces of concrete shall appear as straight lines produced by use of a guide strip fixed to the formwork at the top of the concrete lift, or by other means acceptable to the Employer's representative.

The surface of the fresh concrete in horizontal or near horizontal joints shall be thoroughly cleaned and roughened by means of high pressure water and air jets when the concrete is hard enough to withstand the treatment without the leaching of cement.

The surface of vertical or near vertical joints shall be similarly treated if circumstances permit the removal of formwork at a suitable time.

Where concrete has become too hard for the above treatment to be successful, the surface whether formed or free is to be thoroughly scabbled by mechanical means or wet sand blasted and then washed with clean water. The indentations produced by scabbling shall be not less than 10mm deep and shall not extend closer than 40mm to a finished face.

If instructed by the Employer's representative the surface of the concrete shall be thoroughly brushed with a thin layer of mortar composed of one part of cement to two parts of sand by weight immediately prior to the deposition of fresh concrete. The mortar shall be kept just ahead of the fresh concrete being placed and the fresh layer of concrete shall be thoroughly and systematically vibrated to full depth to ensure complete bond with the adjacent layer.

No mortar or concrete may be placed in position on or against a construction joint until the joint has been inspected and passed by the Employer's representative.

Expansion and contraction joints

Expansion and contraction joints are discontinuities in concrete designed to allow thermal or other movements in the concrete.

Expansion joints are formed with a gap between the concrete faces to permit subsequent expansion of the concrete. Contraction joints are formed to permit initial contraction of the concrete and may include provision for subsequent filling.

Expansion and contraction joints shall be formed in the positions and in accordance with the details shown on the drawings or elsewhere in the Specifications.

Grouting of pockets and holes and underpinning of baseplates

Pockets and holding-down bolt holes shall be thoroughly cleaned out using compressed air and water jet. Holes drilled by a diamond bit shall be roughened. The pockets and holes shall be filled with grout consisting of cement and clean fresh water mixed in proportion of two parts by weight of cement to one part by weight of water. The pouring of liquid grout shall cease as soon as each hole is filled and any excess grout on the surface of the concrete foundation shall be completely removed and the surface dried off before the next operation proceeds.

The space between the top surface of foundation concrete and the underside of the baseplates shall be filled with a special mortar made up in the following proportions:-

- Portland Cement 50 kg.
- Fine aggregate 50 kg.

An additive acceptable to the Employer's representative to counteract shrinkage in proportions recommended by the manufacturer.

The special mortar shall be mixed with the lowest water-cement ratio which will result in a consistency of mix of sufficient workability to enable maximum compaction to be achieved.

The special mortar shall then be well rammed in horizontally below the baseplate and from one edge only until it is extruded from the other three sides. The mortar which has extruded shall then be rammed back to ensure complete support without voids.

Remedial work to defective surfaces

If on stripping any formwork the concrete surface is found to be defective in any way, the Contractor shall make no attempt to remedy such defects prior to the Employer's representative's inspection and the receipt of any instructions which the Employer's representative may give.

Defective surfaces shall not be made good by plastering.

Areas of honeycombing (of a mild nature) which the Employer's representative agrees may be repaired shall be cut back to sound concrete or to 75mm whichever is the greater distance. In the case of reinforced concrete the area shall be cut back to at least 25mm clear distance behind the reinforcement or to 75mm, whichever is the greater distance. The cavity shall have sides at right angles to the face of the concrete. After cleaning out with water and compressed air, a thin layer of cement grout shall be brushed on to the concrete surface in the cavity and it shall then be filled immediately with concrete of the same class as the main body but with aggregate larger than 20mm nominal size removed. A form shall be used against the cavity, provided with a lip to enable concrete to be placed. The form shall be filled to a point above the top edge of the cavity.

After seven days the lip of concrete shall be broken off and the surface ground smooth.

Surface irregularities which are outside the limits of tolerance shall be ground down in the manner and to the extent instructed by the Employer's representative.

Severe honeycombing and defects other than those mentioned above shall be dealt with as instructed by the Employer's representative.

Bending reinforcement

Bending and cutting of reinforcement shall comply with specifications as on bar bending schedules and as shown on the drawings.

The Contractor shall satisfy himself as to the accuracy of any bar bending schedules supplied and shall be responsible for cutting, bending, and fixing the reinforcement in

accordance with the drawings. Any discrepancies should be brought to the attention of the Employer's representative prior to ordering the reinforcement.

Bars shall be bent cold by the application of slow steady pressure. At temperatures below 5 degrees centigrade the rate of bending shall be reduced if necessary to prevent fracture of the steel.

After bending, bars shall be securely tied together in bundles or groups and legibly labelled as set out .

Reinforcement shall be thoroughly cleaned and all dirt, scale, loose rust, oil and other contaminants removed before it is placed in the Works.

Fixing reinforcement

Reinforcement shall be securely fixed in position within a dimensional tolerance of 20mm in any direction parallel to a concrete face and within a tolerance of 5mm at right angles to a face, provided that the cover is not thereby decreased below the minimum shown on the drawings, or if not shown shall be not less than 25mm or the diameter of the bar, whichever is the greater. Cover on distribution steel shall not be less than 15mm or the diameter of the bar whichever is the greater.

Unless otherwise agreed by the Employer's representative, all intersecting bars shall either be tied together with 1.6mm diameter soft annealed iron wire and the ends of the wire turned into the body of the concrete, or shall be secured with a wire clip of a type agreed by the Employer's representative.

Spacer blocks shall be used for ensuring that the correct cover is maintained on the reinforcement. Blocks shall be as small as practicable and of a shape agreed by the Employer's representative. They shall be made of mortar mixed in the proportions of one part of cement to two parts of sand. Wires cast into the block for tying in to the reinforcement shall be 1.6mm diameter soft annealed iron.

Alternatively another type of spacer block may be used subject to the Employer's representative's agreement.

Reinforcement shall be rigidly fixed so that no movement can occur during concrete placing. Any fixings made to the formwork shall not be within the space to be occupied by the concrete currently being placed.

Mechanical splices shall not be used.

The Contractor shall ensure that reinforcement left exposed in the Works shall not suffer distortion, displacement or other damage. When it is necessary to bend protruding reinforcement aside temporarily, the radius of the bend shall not be less than four times the bar diameter for mild steel bars or six times the bar diameter for high yield bars. Such bends shall be carefully straightened before concrete placing

continues, without leaving residual links or damaging the concrete around them. In no circumstances will heating and bending of high yield bars be permitted.

High tensile bars shall not be bent after placing in the Works.

Before concrete is placed in any section of the Works which includes reinforcement, the reinforcement shall be completely clean and free from all contamination including concrete which may have been deposited on it from previous operations.

The Employer's representative's approval for concrete placing is to be sought in writing for each pour, leaving adequate time to inspect and rectify any defects noted in the formwork, falsework, reinforcement, scaffolding, concreting arrangements, etc.

FORMWORK

Definitions

Formwork means the surface against which concrete is placed to form a face, together with all the immediate supports to retain it in position while concrete is placed.

Falsework means the structural elements supporting both the formwork and the concrete until the concrete becomes self-supporting.

A formed face is one which has been cast against formwork.

An exposed face is one which will remain visible when construction has been completed.

Construction of formwork and falsework

Before construction begins, the Contractor shall submit to the Employer's representative, drawings showing details of the proposed formwork and falsework.

Formwork and falsework shall be so constructed that they will support the loads imposed on them by the fresh concrete together with additional stresses imposed by vibrating equipment and by construction traffic, so that after the concrete has hardened the formed faces shall be in the positions shown on the drawings within the tolerances set out in Clause 506.

Ground supports shall be properly founded on footings designed to prevent settlement.

Joints in formwork for exposed faces shall, unless otherwise specified, be evenly spaced and horizontal or vertical and shall be continuous or form a regular pattern.

All joints in formwork including formwork for construction joints shall be tight against the escape of cement, water and fines. Where reinforcement projects through formwork, the form shall fit closely round the bars.

Formwork shall be so designed that it may be easily removed from the work without damage to the faces of the concrete. It shall also incorporate provisions for making minor adjustments in position if required, to ensure the correct location of concrete faces. Due allowance shall be made in the position of all formwork for movement and settlement under the weight of fresh concrete.

Where overhangs in formwork occur, means shall be provided to permit the escape of air and to ensure that the space is filled completely with fully compacted concrete.

Formwork shall be provided for concrete surfaces at slopes of 30 degrees to the horizontal or steeper. Surfaces at slopes less than 20 degrees may be formed by screeding. Surfaces at slopes between 20 degrees and 30 degrees shall generally be formed unless the Contractor can demonstrate to the satisfaction of the Employer's representative that such slopes can be screeded with the use of special screed boards to hold the concrete in place during vibration.

Horizontal or inclined formwork to the upper surface of concrete shall be adequately secured against uplift due to the pressure of fresh concrete. Formwork to voids within the body of the concrete shall also be tied down or otherwise secured against floating.

The internal and external angles on concrete surfaces shall be formed with fillets and chamfers of the sizes shown on the drawings unless otherwise instructed by the Employer's representative.

Supports for formwork for non-water retaining structures may be bolted to previously placed concrete provided the type of bolt used is acceptable to the Employer's representative. If metal ties through the concrete are used in conjunction with bolts, the metal left in shall not be closer than 50mm to the face of the concrete.

Supports for formwork for water retaining structures may be bolted to previously placed concrete provided the type of bolts and positions of fixing are acceptable to the Employer's representative. After concreting the Contractor shall remove all support bolts and seal all holes with well rammed cement/sand mortar containing approved waterproofing cement additive. Metal ties which would be left in the concrete shall not be permitted.

Formwork shall not be re-used after it has suffered damage which in the opinion of the Employer's representative is sufficient to impair the finished surfaces of the concrete.

Where precast concrete elements are specified for use as permanent formwork, or proposed by the Contractor and agreed by the Employer's representative, they shall comply with the requirements of the Specification. Such elements shall be set true to line and level within the tolerances prescribed for the appropriate class of finish in Clause 506 and fixed so that they cannot move when concrete is placed against them.

Preparation of formwork

Before any reinforcement is placed into position within formwork, the latter shall be thoroughly cleaned and then dressed with a release agent. The agent shall be either a suitable oil incorporating a wetting agent, an emulsion of water suspended in oil or a low viscosity oil containing chemical agents.

The Contractor shall not use an emulsion of oil suspended in water nor any release agent which causes staining or discoloration of the concrete, air holes on the concrete surface, or retards the set of the concrete.

In order to avoid colour difference on adjacent concrete surfaces, only one type of release agent shall be used in any one section of the works.

In cases where it is necessary to fix reinforcement before placing formwork, all surface preparation of formwork shall be carried out before it is placed into position.

Before placing concrete all dirt, construction debris and other foreign matter shall be removed completely from within the placing area.

Before concrete placing commences, all wedges and other adjusting devices shall be secured against movement during concrete placing and the Contractor shall maintain a watch on the formwork during placing to ensure that no movement occurs.

Removal of formwork

Formwork shall be carefully removed without shock or disturbance to the concrete. No formwork shall be removed until the concrete has gained sufficient strength to withstand safely any stresses to which it may thereby be subjected.

The minimum periods which shall elapse between completion of placing concrete and removal of forms are given in Table 5.1 and apply to ambient temperatures higher than 10 degrees centigrade. At lower temperatures or if cement other than ordinary Portland are involved, the Employer's representative may instruct that longer periods be used.

Alternatively, formwork may be removed when the concrete has attained the strength set out in Table 5.1, provided that the attained strength is determined by making test cubes and curing them under the same conditions as the concrete to which they refer.

Compliance with these requirements shall not relieve the Contractor of his obligation to delay removal of formwork until the removal can be completed without damage to the concrete.

Table 5.1 - MINIMUM PERIODS FOR FORMWORK REMOVAL

Position of Formwork	Min. period for temp over 10 degrees Centigrade	Strength to be attained
Vertical or near vertical faces of mass concrete	24 hours	0.2 C
Vertical or near vertical faces of reinforced walls, beams and columns	48 hours	0.3 C
Underside of arches, beams and slabs (formwork only)	4 days	0.5 C
Supports to underside of arches, beams and slabs	14 days	C
Arched linings in tunnels and underground works	24 hours	4 N/mm ²

Note: C is the nominal strength for the class of concrete used.

If the Contractor wishes to strip formwork from the underside of arches, beams and slabs before the expiry of the period for supports set out above, it shall be designed so that it can be removed without disturbing the supports. The Contractor shall not remove supports temporarily for the purpose of stripping formwork and subsequently replace them.

As soon as the formwork has been removed, bolt holes in concrete faces other than construction joints which are not required for subsequent operations shall be completely filled with mortar sufficiently dry to prevent any slumping at the face. The mortar shall be mixed in the same proportions as the fine aggregate and cement in the surrounding concrete and with the same materials and shall be finished flush with the face of the concrete.

Surface finishes on formed surfaces

Classes of finish

The surface finish to be achieved on formed concrete surfaces shall be as shown on the drawings and defined hereunder:-

a) Class F1 finish

This finish is for surfaces against which backfill or further concrete will be placed. Formwork may be sawn boards, sheet metal or any other suitable material which will prevent the loss of fine material from the concrete being placed.

b) Class F2 finish

This finish is for surfaces which are permanently exposed to view but where the highest standard of finish is not required. Forms to provide a Class F2 finish shall be faced with wrought thickened tongued and grooved boards with square edges arranged in a uniform pattern and close jointed or with suitable sheet material. The thickness of boards or sheets shall be such that there shall be no visible deflection under the pressure exerted by the concrete placed against them. Joints between boards or panels shall be horizontal and vertical unless otherwise directed. This finish shall be such as to require no general filling of surface pitting, but fins, surface discoloration and other minor defects shall be remedied by methods agreed by the Employer's representative.

c) Class F3 finish

This finish is for surfaces which will be in contact with water flowing at high velocity, and for surfaces prominently exposed to view where good appearance is of special importance. To achieve this finish, which shall be free of board marks, the formwork shall be faced with plywood complying with B.S. 1088 or equivalent material in large sheets. The sheets shall be arranged in an approved pattern. Wherever possible, joints between sheets shall be arranged to coincide with architectural features or changes in direction of the surface.

All joints between panels shall be vertical and horizontal unless otherwise directed. Suitable joints shall be provided between sheets to maintain accurate alignment in the plane of the sheets. Unfaced wrought boarding or standard steel panels will not be permitted for Class F3 finish. The Contractor shall ensure that the surface is protected from rust marks, spillages and stains of all kinds.

Tolerances

All parts of formed concrete surfaces shall be in the positions shown on the drawings within the tolerances set out in Table 5.2.

In cases where the drawings call for tolerances other than those given in Table 5.2 the tolerances shown on the drawings shall take precedence.

Where precast units have been set to a specified tolerance, further adjustments shall be made as necessary to produce a satisfactory straight or curved line. When the Employer's representative has approved the alignment, the Contractor shall fix the units so that there is no possibility of further movement.

Table 5.2 - TOLERANCES

Class of finish	Tolerances in mm (See Note)		
	A	B	C
F1	10	10	+ 25 to - 10
F2	5	10	+ or - 15
F3	2	5	+ or - 10

Note: The tolerances A, B and C given in the table are defined as follows:

1. Column A is an abrupt irregularity in the surface due to misaligned formwork or defects in the face of the formwork.
2. Column B is a gradual deviation from a plane surface as indicated by a straight edge 3m long. In the case of curved surfaces the straight edge shall be replaced by a correctly shaped template.
3. Column C is the amount by which the whole or part of a concrete face is displaced from the correct position shown on the drawings.

MASONRY

General

All masonry work shall be constructed from building stone as specified in Clause 804.

For culvert headwalls and other small works, the stone shall, unless otherwise specified, be rough dressed. For walls, facing and other exposed works the stone shall unless otherwise specified, be medium chisel-dressed.

Workmanship

The Contractor shall provide and use proper setting out rods for all work.

Stones shall be well soaked before use and the tops of walls shall be kept wet as the work proceeds. The stones shall be properly bonded so that no vertical joint in a course is within 115mm of a joint in the previous course. Alternate courses of walling at angles and intersections shall be carried through the full thickness of the adjoining walls. All perpend, reveals and other angles of the walling shall be built strictly true and square.

The stones shall be bedded, jointed and pointed in mortar 1 to 3 in accordance with Clause 707 with beds and joints 9mm thick flushed up and grouted solid as the work proceeds.

All masonry work shall be cured in accordance with the relevant requirements of Clause 409.

MATERIALS

General

The approval in writing or otherwise by the Employer's representative of any materials shall not in any way whatsoever relieve the Contractor from any liability or obligation under the Contract and no claim by the Contractor on account of the failure, insufficiency or unsuitability of any such materials will be entertained.

a) All items shall be suitable for water works purposes and for use with cold water installation and operation being in a tropical climate.

b) All items hereinafter specified shall be to such other Standard or Specification which in the opinion of the Employer's representative provides for a quality of material and workmanship not inferior to the Specification. The Standard or Specification must be submitted to the Employer's representative for approval before commencement of work.

c) All ferrous pipes and fittings shall be coated with a protective paint suitable for use in and transport through a tropical climate.

d) The Contractor shall supply to the Employer a certificate stating that each item supplied has been subjected to the tests hereinafter laid down and conforms in all respects to the said Specification.

e) The Contractor shall provide adequate protection to all piping, flanged items and valves so as to guard effectively against damage in transit and storage and ingress of foreign matter inside the valves.

f) Where applicable the manufacturer's Specification should accompany all offers. The name of the manufacturer must in every case be stated.

g) Where necessary the Contractor shall provide rubber gaskets to comply with SRN 208 and all other bolts, nuts, washers, etc. to undertake jointing at fittings etc.

h) Any articles required under this Contract which are found to be faulty due to a crack, flaw or any other reason or is not in accordance with the Specification stipulated will not be accepted nor will the Employer be liable for any charges in respect of such an article. Where any such rejected article can, in the opinion of the Employer's representative, be rendered usable, the Contractor may deal with it accordingly and include it in the Contract at a price to be mutually agreed. Straight pipes which have been cut will be accepted at the discretion of the Employer's representative, provided the length is not less than 4 meter or two thirds of the standard length whichever is the lesser and will be priced pro-rata.

l) Wherever possible, samples of pipes and fittings shall be submitted for approval of the Employer's representative prior to the Contractor obtaining the total requirements.

Galvanised pipes and specials

All piping shall conform to specification on drawings. The pipes shall be screwed and socketted, coupled or flanged.

All specials shall be of such dimensions as will mate with the piping supplied.

All pipes supplied shall be certified by the manufacturer to have been tested in accordance with the relevant Standard Specification.

Ductile iron and cast iron pipes and specials

All cast iron piping and fittings shall conform to the requirements of SRN 200.

Ductile iron pipes, where required shall be protected as specified by the manufacturer of the pipes and shall be used as recommended by the manufacturer of the pipe.

Where the requirements include for the supply of flexible couplings the Contractor shall submit for approval by the Employer's representative full details of the type of joint offered and a full description of the method of jointing prior to arranging for the delivery of goods on site.

All flexible couplings shall be protected from corrosion by wrapping with Denso paste and tape or by some similar approved material.

The quality of metal used for the manufacture of the pipes shall be of good quality grey cast iron and subject to the various quality control tests as specified in the relevant Standards.

The flanges of straight pipes shall be at right angles to axis of the pipe and the faces of the flanges shall be parallel and machine finished.

The faces of the flanges of fittings shall be at right angles to the directional axis. The bolt holes shall be concentric with the bore and located symmetrically off the centre line.

Steel pipes and specials

All piping shall be plain ended unless otherwise specified and suitable for use with flexible mechanical couplings.

The pipes shall be welded or seamless.

All the pipes shall be internally protected with cement mortar lining. External protection should be by epoxy coating.

All joints shall be of the flexible mechanical type and shall be supplied complete with all bolts, nuts, washers and joint rings as may be required. All metal parts of joints shall be adequately protected with rust-proof paint. The joints shall be protected from corrosion by wrapping with Denso paste and tape or by some similar approved material

All fittings and specials shall be of such dimensions as will mate up with the piping supplied.

Flanged adaptors shall be pieces suitable for connecting a flanged gate valve etc. to the type of piping supplied and shall be supplied complete with all bolts, nuts, washers and joint rings.

The spigot ends of all Tees shall be suitable for connection to the pipework supplied using the aforementioned flexible mechanical joints.

All flanged joints shall be protected from corrosion by wrapping with Denso paste and tape or some similar approved material.

Unplasticised uPVC PIPES

Unplasticised PVC piping shall be in accordance with SRN 300.

The maximum sustained working pressures to which the pipes and fittings will be subjected is based on water at a temperature of 20 degrees centigrade.

The Contractor shall submit full details of the pipes he intends to supply.

The pipes upto and including 40mm diameter can be of a solvent weld type. The pipe shall be supplied with interchangeable sockets preformed at the factory and of such internal diameter that it takes the plain end of the pipe with the same nominal diameter.

The joint shall sustain the end thrust to which the pipe shall be subjected. The Contractor shall supply sufficient quantity of the cleaner and adhesive which shall be required to make the joints with the pipes.

The pipes of 50mm diameter and over shall consist of a grooved socket at one end of the pipe. The socket shall be designed to give a clearance fit on the outside diameter

of the parent pipe. The sealing medium which shall seat in the groove shall be a rubber ring.

If the formation of the socket and groove results in the thinning of the original wall thickness of the pipe, it shall be compensated for by shrinking on to the outside of the socket area a reinforcing sleeve of the same material as the pipe. The socket and groove shall incorporate no sharp angles where the stress points are created.

The joint shall take 10% deformation of the spigot at the point where it enters the socket without leakage from the pipe when subjected to the test pressure specified for the pipe. Thermal expansion of the pipe shall be accommodated in the joint. The joint shall be capable of linear deflection upto 3 degrees.

The sealing ring shall be of first grade natural rubber .

The Contractor shall supply sufficient quantity of any lubricant or other material which shall be needed to make the joint which shall be assembled by hand.

The Contractor shall submit full details of the type of joint offered and a full description of the method of jointing.

The fittings shall have the same type of joint as for the pipes to be used. The Contractor shall submit full details of the materials dimensions and test pressures of the fittings offered.

Precautions shall be taken to avoid damage to the pipes and fittings.

In handling and storing the pipes and fittings, every care shall be taken to avoid distortion, flattening, scoring or other damage. The pipes and fittings shall not be allowed to drop or strike objects. Pipe lifting and lowering shall be carried out by approved equipment only.

Special care shall be taken in transit, handling and storage to avoid any damage to the ends.

Pipes and fittings shall be marked at not greater than one metre intervals showing their class and diameter.

Penstocks

Cast iron penstocks shall be all in accordance with SRN 906 and SRN 916. Seating faces shall be gun metal or bronze.

Spindles shall be threaded as necessary and non-rising unless otherwise specified. Spindles shall be of aluminium bronze, manganese bronze and extension spindles may be of mild steel.

Hand wheels shall be of cast iron and words “OPEN” and “SHUT” marked on upper side with appropriate direction arrows.

Flanged JOINTS

All flanges on fittings and pipe-work where flanged connections are required must comply with the requirements of SRN 207 and drilled to NP 16, unless otherwise specified.

Inspection gaskets for flanged joints shall be rubber reinforced with cotton, 3mm. Bolts, washers and nuts for flanged joints shall be of mild steel.

Flexible joints

All flexible couplings (Viking Johnson or other approved type) shall be supplied complete with rubber gaskets, bolts, nuts and washers. All couplings shall be coated with red oxide primer and bituminous composition suitable for use with potable water.

Paints

All priming, undercoating and finishing paints shall be in accordance with SRN 877 or SRN 878 as appropriate.

The painting of all building works shall comprise a special paint recommended for external work while all other paints, plastic emulsion coating etc. are to be of an approved manufacturer. All paints, distempers etc. shall be delivered on site intact in the original drums or tins, and shall be mixed and applied in accordance with the manufacturer's printed directions. The only addition which will be allowed to be made will be liquid thinners, driers etc. supplied by the makers for the purpose.

All surfaces must be thoroughly cleaned down prior to painting and decorating work and no external painting shall be carried out in rainy weather. All paint must be thoroughly well worked on and excess of paint in any coat must be avoided.

All colours will be selected by the Employer's representative from the standard range of colours.

Polyethylene (PE) pipes

Polyethylene High Density pipes shall comply with requirements for testing, storage, handling, laying and backfilling. Contractor shall conform to requirement indicated for PVC pipes..

Contractor shall comply with all instructions issued by the manufacturers and shall submit full details of the type, class, dimensions and test pressures of the brass fittings to the Employer's representative for approval.

Precast concrete units

Precast concrete covers to be precast units for use in the works, whether instructed under the Contract or proposed by the Contractor.

a) Formwork for Precast Units

Moulds shall be so constructed that they do not suffer distortion or dimensional changes during use and are tight against loss of cement grout or fines from the concrete.

Moulds shall be set up on firm foundations so that no settlement occurs under the weight of the fresh concrete.

Moulds shall be constructed so that units may be removed from them without sustaining any damage.

Release agents used for demoulding shall not stain the concrete or affect its properties in any way.

b) Reinforcement for Precast Units

Cover to main reinforcement shall be as shown on the drawings, or if not shown shall be not less than 25mm or the diameter of the bar, whichever is the greater. Cover on distribution steel shall not be less than 15mm or the diameter of the bar whichever is the greater.

Bars shall be spaced so that the minimum clear distance between them is the maximum nominal aggregate size plus five millimeter but in any case not less than the diameter of the bars.

Bars may be placed in pairs provided that there are no laps in the paired lengths.

c) Casting of Units

Concrete for precast units shall comply with the class of concrete specified on the drawings..

The area in which units are cast shall be adequately protected from the weather so that the process is not affected by rain, sun or drying winds.

d) Curing Precast Unit.

The Contractor shall ensure that units do not suffer any loss of moisture or sudden changes of temperature for at least four days after casting. If a water spray is used for curing, the water shall be at a temperature within 5 degrees centigrade of the temperature of the unit being cured.

e) Dimensional Tolerances of Precast Units

Units shall be accurately formed to the dimensions shown on the drawings unless closer tolerances are called for by the Employer's representative.

f) Surface Finish of Precast Units

The formed faces of precast units shall be finished to Class F3 as set out in Clause 505(C) unless another class of finish is specified on the drawings.

Free faces shall be finished to Class UF2 unless another class of finish is specified on the drawings.

Those parts of the unit which are to be joined to other units or to in-situ concrete shall be brushed with a stiff brush before the concrete has fully hardened. Alternatively, if the concrete has been allowed to harden, the surfaces shall be roughened by sand blasting or by the use of a needle gun.

g) Handling and Storage of Precast Units

Precast units shall be handled in a manner which will not cause damage of any kind and shall be stored on a hard impermeable base.

Units shall be provided with adequate lifting holes or loops, placed in the locations shown on the drawings or agreed by the Employer's representative and they shall be lifted only by such holes or loops. Where it is not possible to provide holes or loops, suitable sling positions shall be indicated in paint on the units.

Units shall be marked indelibly with the reference number and date of casting and shall be stacked on suitable packers which will not damage the concrete or stain the surfaces. Not more than two packers shall be placed under each unit and these shall be located either at the positions of the permanent support points or in positions such that the induced stresses in the unit will be a minimum.

Filter media

The grading of filter media shall be in accordance to the table of gradings shown on drawings.

Filter media must be free from fines which would clog the air spaces, and free from dirt, silt and all foreign matter.

The media shall be delivered in clean vehicles and if stored it shall be placed on a clean and firm surface and if it is liable to be contaminated, protected with sheets. Different sizes of media shall be kept strictly separate.

The uniformity coefficient as indicated in the drawings should be adhered to and Contractor to submit samples and carry out sieve analysis, organic content, friability tests, etc. to the satisfaction of the Employer's representative. These tests are to be carried out before the media is placed in filters. All costs arising to be borne by the Contractor.

Submission of samples

As soon as possible after the contract has been awarded, the Contractor shall submit to the Employer's representative a list of the suppliers from whom he proposes to purchase the materials necessary for the execution of the Works. Each supplier must be willing to admit the Employer's representative or his representatives, to his premises during ordinary working hours for the purpose of obtaining samples of the materials in question. Alternatively, if desired by the Employer's representative, the Contractor shall deliver the samples of the materials to the Employer's representative's office without charge.

The information regarding the names of the suppliers may be submitted at different times, as may be convenient, but no source of supply shall be changed without the Employer's representative's prior approval once a supplier, source or material has been approved.

Samples of materials approved will be retained at the Employer's representative's office until the completion of the contract. Samples may be tested to destruction.

All materials delivered to site must be at least equal in all respects to approved samples, otherwise they shall be rejected. No special payment will be made for compliance with clauses specifying tests etc. to ensure quality control etc. unless specifically itemised in Bills of Quantities.

Materials for concrete**a) General**

The Contractor shall submit to the Employer's representative full details of all materials which he proposes to use for making concrete. No concrete shall be placed in the Works until the Employer's representative has approved the materials of which it is composed. Approved materials shall not thereafter be altered or substituted by other materials without the consent of the Employer's representative.

b) Cement

Cement shall comply with the following Kenya Standards:-

- Ordinary Portland cement.

Cement shall be free flowing and free of lumps. It shall be supplied in the manufacturer's sealed unbroken bags or in bulk. Bagged cement shall be transported in vehicles with effective means of ensuring that it is protected from the weather.

Cement in bags shall be stored in a suitable weatherproof structure of which the interior shall be dry and well ventilated at all times. The floor shall be raised above the surrounding ground level and shall be so constructed that no moisture rises through it.

Each delivery of cement in bags shall be stacked together in one place. The bags shall be closely stacked so as to reduce air circulation but shall not be stacked against an outside wall. If pallets are used, they shall be constructed so that bags are not damaged during handling and stacking. No stack of cement bags shall exceed 3 meter in height.

Cement from broken bags shall not be used in the Works.

Cement in bags shall be used in the order in which it is delivered.

The Contractor shall provide sufficient storage capacity on site to ensure that his anticipated programme or work is not interrupted due to lack of cement.

Cement which has become hardened or lumpy or fails to comply with the Specification in any way shall be removed from the site.

All cement for any one structure shall be from the same source.

Cement should not be stored on site for longer than one month.

Cement which does not comply with the Specification shall not be used in the Works and it shall be disposed off by the Contractor.

The Contractor shall keep full records of all data relevant to the manufacture, delivery, testing and use of all cement used in the Works and shall provide the Employer's representative with two copies thereof.

b) Fine Aggregate

Fine aggregate shall be clean, hard and durable and shall be natural sand, crushed gravel sand or crushed rock sand. All the material shall pass through a 5mm standard sieve.

The fine aggregate shall not contain iron pyrites or iron oxides. It shall not contain mica, shale, coal or

Other properties shall be as set out below:

Soundness: After five cycles of the test in AASHO T104 or an approved equivalent, the aggregate shall not show a weight loss of more than 10 per cent.

c) Coarse aggregate

Coarse aggregate shall be clean, hard and durable crushed rock, crushed gravel or natural gravel complying with the requirements. The material shall not contain any iron pyrites, iron oxides, flaky or laminated material, hollow shells, coal or other soft or porous material, or organic matter

Other properties shall be as set out below:-

The proportion of clay, silt and other impurities passing a 75 micron standard sieve shall not be more than one per cent by weight.

The content of hollow and flat shells shall be such as will not adversely affect the concrete quality when tested as set out in SRN 117. The total content of aggregate shall not be more than the following:

40mm nominal size and above	2% of dry weight
20mm nominal size	5% of dry weight
10mm nominal size	15% of dry weight

Chlorides soluble in a 10 per cent solution by weight of nitric acid shall not exceed 0.03 per cent by weight, expressed as chloride ion when tested as set out in SRN 107 but subject also to the further restriction under the note on total chloride content hereunder. Sulphates soluble in a 10 per cent solution by weight of hydrochloric acid shall not exceed 0.4 per cent by weight expressed as SO_3 when tested as set out in SRN 601 subject also to the further restriction given in the note on total sulphate content hereunder.

Soundness: After 5 cycles of the test in AASHO T104, the aggregate shall not show a weight loss of more than 12 per cent.

When tested in accordance with test C289 of the American Society for Testing of Materials (ASTM), the aggregate shall be non-reactive.

Flakiness Index when tested in accordance with SRN 113 shall be as set out hereunder:

For 40mm stone and above, not more than 40

For 20mm stone and below, not more than 35

If the Flakiness Index of the coarse aggregate varies by more than five units from the average value of the aggregate used in the approved trial mix, then a new set of trial mixes shall be carried out if the workability of the mixes has been adversely affected by such variation.

Impact value: Not more than 45 per cent when tested in accordance with SRN 107.

Ten per cent fines value: Not less than 50kN when tested in accordance with SRN 107.

Shrinkage: When mixed with other ingredients in the approved proportions for concrete and tested as set out in SRN 117, the shrinkage factor shall not exceed 0.05 per cent.

Organic impurities: If the test for presence of organic impurities in aggregates shows that more than a trace of organic impurities is present, the aggregate shall not

be used in the Works unless the Contractor can show by tests on finished concrete as set out in SRN 117 that the presence of organic impurities does not adversely affect the properties of the concrete.

Water absorption: The aggregate shall not have a water absorption of more than 2.5 per cent when tested as set out in SRN 112.

Aggregate Crushing Value (ACV): Not more than 35 per cent.

Los Angeles Abrasion (LAA): Not more than 50 per cent.

NOTE: Total chloride and sulphate content:-

The total chloride content, expressed as chloride ion, arising from all ingredients in a mix including cement, water and admixtures shall not exceed the following limits, expressed as a percentage of the weight of cement in the mix:-

For pre-stressed concrete, steam cured concrete or concrete containing sulphate resisting or super sulphated cement: 0.05 per cent.

For any other reinforced concrete: 0.3 per cent in 95 per cent of all test results provided no result is more than 0.5 per cent.

The total sulphate content expressed as SO_3 of all the ingredients in a mix including cement, water and admixtures shall not exceed 0.4 per cent by weight of the aggregate or 4.0 per cent of the weight of cement in the mix, whichever is the lesser.

d) Testing Aggregates

i) Acceptance testing

The Contractor shall deliver to the Employer's representative samples containing not less than 50 kg of any aggregate which he proposes to use in the Works and shall supply such further

Tests to determine compliance of the aggregates with the requirements of sub-clause 724(c) and (d) shall be carried out by the Contractor in a laboratory acceptable to the Employer's representative. If the tested materials fail to comply with the Specification, further tests shall be made in the presence of the Contractor and the Employer's representative and acceptance of the material shall be based on such tests.

A material shall be accepted if not less than three consecutive sets of test results show compliance with the Specification.

ii) Compliance testing

The Contractor shall carry out routine testing of aggregates for compliance with the Specification during the period that concrete is being produced for the Works. The tests set out below shall be performed on aggregates from each separate source on the

basis of one set of tests for each day on which aggregates are delivered to site provided that no set of tests shall represent more than 250 tonnes of fine aggregate nor more than 500 tonnes of coarse aggregate, and provided also that the aggregates are of uniform quality.

If the aggregate from any source is variable, the frequency of testing shall be increased as instructed by the Employer's representative.

- Grading SRN 107
- Silt and clay contents SRN 107
- Moisture content SRN 107
- Check on organic impurities

In addition to the above routine tests, the Contractor shall carry out the following tests at the frequencies stated:

Moisture content: As frequently as may be required in order to control the water content of the concrete as required by the Specification.

Chloride content: As frequently as may be required to ensure that the proportion of chlorides in the aggregates does not exceed the limit stated in the Specification.

e) Delivery and storage of aggregates

Aggregates shall be delivered to site in clean and suitable vehicles. Different types or sizes of aggregate shall not be delivered in one vehicle.

Each type or size of aggregate shall be stored in a separate bin or compartment having a base such that contamination of the aggregate is prevented. Dividing walls between bins shall be substantial and continuous so that no mixing of types or sizes occurs.

The storage of aggregates shall be arranged so that as far as possible rapid drying out in hot weather is prevented in order to avoid sudden fluctuations in water content. Storage of fine aggregates shall be arranged so that they can drain sufficiently before use in order to prevent fluctuations in water content of the concrete.

f) Water for concrete and mortar

Sea water or brackish water containing more than 1,000 ppm chloride ion or 2,000 ppm sulphate ion shall not be used for mixing or curing concrete.

The Contractor shall carry out tests in accordance with SRN 114 to establish compliance with the Specification.

Building stone

All building stone shall be capable of withstanding when wet a crushing stress of 1.4 kg./sq.mm. The source of stone shall be approved by the Employer's representative and stone supplied therefrom shall be free from Magadi, overburden, mudstone, cracks, sandholes, veins, laminations or other imperfections.

The stone shall be chisel dressed into true rectangular blocks, with each surface even and at right angles to all adjoining surfaces, to the size specified. For exposed stonework the maximum permissible variation of any of the specified dimensions shall be 6mm provided that cut stone, supplied as 'rock face' stone may be hammer dressed on one face only, or on one face and one end, if in other respects it conforms with this specification. Stones shorter than 375mm will not be accepted.

Murram

Murram shall be from an approved source quarried so as to exclude vegetable matter, loam, top soil or clay. The California Bearing Ratio of the murram, as determined for a sample compacted to maximum density (as defined under SRN 601) and allowed to soak in water for four days, shall not be less than 30%. This C.B.R. is a guide to quality only and the compaction in the work will be judged by density.

Cement mortar

Cement mortar shall consist of proportions by volume as specified of Portland Cement and natural sand or crushed natural stone or a combination of both as specified: Building Sands from Natural Sources. The constituent materials shall be accurately gauged and mixed in an approved manner.

Cement mortar shall be made in small quantities only as and when required, and any mortar which has begun to set or which has been mixed for a period of more than one hour shall be rejected.

Cement-lime mortar

Cement-lime mortar shall consist of Portland Cement, hydrated lime and natural sand or crushed natural stone or a combination of both, as specified for cement mortar in Clause 707. The constituent materials shall be accurately gauged and mixed by volume in an approved manner in the proportions specified.

Cement-lime mortar shall be made only in small quantities as and when required. Any mortar which has begun to set or which has been mixed for a period of more than two hours shall be rejected.

Cement grout

Cement grout shall consist of Portland Cement and water mixed in the proportion of one part by volume of cement and one and a half parts by volume of water. The grout shall be used within one hour of mixing.

All stones shall be protected from damage during transport and erection by means of cement slurry coatings or by other approved methods.

Reinforcement for concrete

Reinforcement which shall comply with the following Standards, covers plain and deformed bar reinforcement and steel fabric to be cast into concrete in any part of the Works but does not include prestressing tendons or any other embedded steel.

- SRN 126 for hot rolled plain bar and high yield deformed bar
- SRN 127 for cold worked steel bar
- SRN 128 for steel mesh fabric

All reinforcement shall be from an approved manufacturer and, if required by the Employer's representative, the Contractor shall submit a test certificate from the manufacturer.

All reinforcement for use in the Works shall be tested for compliance with the appropriate British Standard in a laboratory acceptable to the Employer's representative and two copies of each test certificate shall be supplied to the Employer's representative. The frequency of testing shall be as set out in the relevant Standard.

In addition to the testing requirements described above, the Contractor shall carry out additional tests as instructed by the Employer's representative.

Any reinforcement which does not comply with the Specification shall be removed from site.

All reinforcement shall be delivered to site either in straight lengths or cut and bent. No reinforcement shall be accepted in long lengths which have been transported bent over double.

Any reinforcement which is likely to remain in storage for a long period shall be protected from the weather so as to avoid corrosion and pitting. All reinforcement which has become corroded or pitted to an extent which, in the opinion of the Employer's representative, will affect its properties shall either be removed from site or may be tested for compliance with the appropriate Standard at the Contractor's expense.

Structural steel for welded work

Structural steel for riveted and welded work shall comply with the requirements of SRN 125 : Structural Steel, SRN 126 : The Use of Structural Steel in Building and for Welded Work, SRN 125 : High Yield Stress and High Tensile Structural Steel, High Tensile (Fusion Welding Quality) Structural Steel for Bridges, etc. and General Building Construction.

Waterproof underlay

Waterproof underlay shall consist of either waterproof paper complying with SRN 856 : Waterproof Building Paper, containing approved fibrous reinforcement, or 500 gauge polythene sheeting as stated in the Bill of Quantities.

Concrete drain invert blocks

Precast concrete invert blocks shall be manufactured to the detail drawings supplied from concrete Class 20/10 as specified in Table 4.2 using maximum 12mm size aggregates. If required, cube test certificates shall be supplied by the manufacturer.

Concrete slabs for open drains

Precast concrete slabs for lining open drains shall be manufactured to the detail drawings supplied from concrete Class 20/10 as specified in Table 4.2 using maximum 12mm size aggregates. If required.

Manhole covers and frames

Manhole covers and frames shall be basically heavy duty PVC covers

Manhole step irons

Step irons of general purpose type shall comply in all respects with SRN 845 : Malleable Step Irons.

Timber

Timber shall be sound, well seasoned and entirely free from worm, beetle, warps, shakes, splits, and all forms of rot and deadwood. Where required, all timber shall be treated with creosote, as specified in SRN 872 : Coal Tar Creosote for the Preservation of Timber or an alternative approved timber preservative.

Workmanship***Handling of pipes and fittings***

The Contractor shall exercise care in the handling of all pipes, specials, valves etc., to prevent damage to the structure surfaces and to the ends of the pipes.

Loading and unloading

Normally loading and unloading of small diameter pipes and fittings can be undertaken by hand; where mechanical means are used care should be exercised to ensure that the handling methods do not damage the pipes and fittings.

Storage

The Contractor shall comply with the manufacturer's specification regarding the storage of pipes, fittings and valves. Where storage dumps are to be provided along the route of the pipeline, these will be subject to the Employer's representative's approval. The cost of so providing shall be borne by the Contractor and deemed to be covered by his rates in the Bill of Quantities.

Transport

The Contractor shall provide such transport arrangements as will effectively cater for the lengths of pipes provided and the material of the piping. Adequate support shall be provided so as to ensure that the piping and fittings are not subject to excessive movement.

Examination of pipes and fittings

The Contractor shall examine all pipes, valves, fittings and other materials to ascertain that they are in perfectly sound condition before commencing to lay the pipes, valves etc.

Method of excavation

The Contractor is deemed to have covered in his excavation rates all the work that is necessary in order to comply with the provisions of the Specifications in general and this Clause in particular.

- a) The Contractor shall excavate the pipe trenches in the line and to the depths indicated on drawings or as indicated by the Employer's representative. Except where otherwise indicated on the drawings or directed by the Employer's representative, it is intended that the trench shall be excavated to such a depth as will allow of a minimum cover of 600mm over the top of the barrel of the pipe when laid. All trenches shall be excavated in open cuttings and for trenching to uPVC piping, shall not be opened too far in advance of pipe laying.
- b) For the purpose of measurement, the width of trench shall be taken as the nominated width for the particular size of sewer, irrespective of the width of trench the Contractor may choose to excavate.

Nominated trench width for:

75mm main	0.5m
100mm main	0.6m
150mm main	0.6m
200mm main	0.6m
225mm main	0.6m

For two or more pipes in the same trench the nominated width shall be the distance between the centres of the outer pipes plus the internal radii of the outer pipes plus 400mm.

- c) Where the trench passes through grassland, arable land or gardens, whether enclosed or otherwise, the turf, if any, shall be carefully pared off and stacked, and the productive soil shall be carefully removed for a width of 600mm greater than the nominated trench width, or equal to the overall width of track of excavating machine,

whichever is greater, and laid aside to be subsequently used in reinstating the surface of the ground after the trench has been refilled.

d) The bottom of the trench shall be properly trimmed off, and all low places or irregularities shall be levelled up with fine material. Where rock or large stones are encountered, they shall be cut down to a depth of at least 100mm below the level at which the bottoms of the barrel of the pipes or flanges are to be laid, and covered to a like depth with fine material, so as to form a fine and even bed for the pipes. The bottom of trenches to accommodate uPVC piping shall be hardened by tamping in gravel or broken stone in all soft spots. The bedding shall consist of soil which can be properly compacted to provide support for the pipe and to comply with Clause 809 b).

e) The Contractor shall, wherever necessary, by means of timbering or otherwise, support the sides of the trench so as to make them thoroughly secure, and afford adequate support to adjoining roads, land, buildings and property, during the whole time the trench remains open and shall remove such timbering when the trench has been backfilled. The cost of such timbering or other work shall be deemed to be included in the rates for excavation. In case the Contractor is instructed by the Employer's representative to leave any portion of such timber in position after backfilling the trench, he will be paid for it accordingly.

f) The clear width inside the timbering shall be at least 150mm in excess of the external diameter of the pipe being laid, in order to allow it to be freely lowered into position, in the trench without damage to the external protection.

g) Should the excavation be taken out to a greater depth than is specified the bottom shall be made good to the correct level with Class 15/20 concrete or other material approved by the Employer's representative. No payment shall be made for any over excavation carried out by the Contractor nor for the cost of filling up to required levels.

h) If a mechanical excavator is used by the Contractor, he shall indemnify the Employer against all claims for damage which in the opinion of the Employer's representative, may be caused by the use of this plant.

Main laying

a) Mains shall be laid in straight lines and/or smooth curves as indicated on the drawings. The vertical profile of the pipe shall be to even gradients. Any pipes not so laid shall be removed if so directed by the Employer's representative, and re-laid in proper manner at the Contractor's expense.

In laying the pipes and specials care shall be taken not to damage the protective linings and the pipes shall be handled with tackle if so directed by the Employer's representative.

The pipes and specials shall be checked for flaws before they are lowered into the trench. After the pipes or specials have been checked they shall be cleaned and set to proper gradient and line so that there is a continuous rise from each washout to air valve.

When laying uPVC pipes, final connection at any fixed joints shall be deferred until the majority of the pipeline has been covered with backfill.

b) Large diameter curves to mains shall wherever possible be formed by allowing for deflection at flexible joints, not exceeding 3 degrees, or as specified by the manufacturers.

c) In jointing of the pipes and specials the Contractor shall comply with the standards adopted for the various types of joints as specified.

d) In laying pipes and specials with flanged joints, flanges shall be brought together and bolted with the faces absolutely parallel. A rubber jointing gasket ring 3mm thick shall be used in each flange joint and one washer with and not provided for each bolt.

e) The bolts shall be tightened up gradually and equally in the customary manner in order to distribute the stress evenly over the flange. If it is found necessary to deviate slightly from the normal run of the flanged piping, the deflection shall be obtained by means of a bevelled gun metal ring washer between the flanges.

f) The Contractor shall, subject to approval of the Employer's representative, cut pipes to such lengths as directed. Pipes should be cut off clean and square with the axis. Cuts should be made with an approved cutting device dependant on the type of pipe specified. Ends of pipes should be tapered by means approved by the Employer's representative if mechanical joints are to be used.

g) Equipment for tapping off the mains under pressure may be employed in the making of service or branch connections. The Contractor is required to choose a suitable method for fixing of the ferrule to the type of pipe specified, to the Employer's representative's approval.

Backfilling of trench

a) When a section of the main has been jointed, the ends shall be temporarily closed with caps, plugs or flanges to prevent ingress of foreign matter into the pipe to the satisfaction of the Employer's representative. The trench shall be properly backfilled and rammed for its whole length so that the soil cover to the main shall not be less than 600mm except at joint holes which shall be kept clear of all backfilling, if necessary, by the use of timbering, so that each joint is left fully exposed for the Employer's representative's inspection. Special care shall be exercised when using surround to A.C. and uPVC pipes which shall be free from any stones and well compacted in layers to not less than 100mm above the crown of the pipe.

b) The Contractor's attention is drawn to the special requirements for bedding and sidefill to uPVC pipes. Clay should not be used. Soils which are of a granular nature and provide adequate support after compaction shall be used. If unavailable from excavated material the Contractor should provide suitable material for which an item in the Bill has been included.

With flexible pipes it is important that the sidefill should be firmly compacted between the pipe and the soil sides of the trench. The bedding material shall be placed in 75mm layers up to the crown of the pipe with adequate compaction and then to a minimum height of 100mm or two thirds of the pipe diameter. The progress of filling and tamping should proceed equally on either side of the pipe so as to maintain an equal pressure on both sides.

c) Where a main is laid across a road or is in such a position as to interfere seriously with the normal use of the road, the Contractor may, with the consent of the Employer's representative and at his own risk, fill such holes as may be necessary. Due consideration is to be given to compaction of section of the trench across the road to prevent undue settlement. In the event of damage at this section the Contractor is required to re-excavate and repair the pipeline all at his own expense.

Testing of water retaining structures

As soon as possible after completion of water retaining structures viz. storage reservoirs etc. they shall be tested for water retention by filling to the normal maximum level with water at a uniform rate of not greater than 2m in 24 hours.

When first filled, the water level should be maintained by adding of further water for a stabilizing period while absorption and autogenous healing take place. This period may be 7 days after which the level of the water surface should be recorded at 24 hour intervals for a test period of 7 days. The structure shall be considered satisfactory if, during this period the total permissible drop in level, after making due allowance for rainfall and evaporation, should not exceed 1/500th of the average water depth of the full tank, 10mm or another specified amount all in accordance with SRN 102. Water used in testing the structures shall be supplied by the Contractor.

This test shall be carried out before any backfilling has taken place.

In the event of any water retaining structures failing to pass the test, the Contractor shall make good and re-test at his own expense.

DRAINS, SEWERS AND MANHOLES

Excavation for drains, sewers and manholes

The ground shall be excavated to the lines and depths shown on the drawings or to such other lines and depths as the Employer's representative may direct. Excavations taken out to a greater depth than is necessary shall be filled to the required level with approved material as specified for the pipe bed at the Contractor's own cost. Trenches shall be of sufficient width to enable the pipes to be properly laid and

jointed. In case of pipes of greater diameter than 300mm, the width of trench shall be external diameter of pipe, plus 400mm. When any excavation has been taken out and trimmed to the levels and dimensions shown on the drawings or as directed by the Employer's representative, the Employer's representative shall be informed accordingly so that he may inspect the completed trench and no excavation shall be filled in or covered with concrete until it has been so inspected and the Contractor has been authorised to proceed with the work. All surplus materials from such excavations not required for refilling shall be carted away to tips, or otherwise disposed of, as directed. All excavations shall be kept dry, and all bailing and pumping, timbering, shoring and supporting of sides that may be required, and any refilling, ramming and disposal of surplus materials necessary in carrying out the excavations and backfilling of trenches shall be taken to provide a solid and even bed for barrels of the pipes and, where a concrete bed is not specified, the floor of the trench shall be properly shaped to receive the sockets and the backfill must be thoroughly rammed along the sides of the pipe.

The rate of excavation in the Bill of Quantities shall include for keeping trenches dry and for all bailing, pumping, timbering, shoring and supporting of sides that may be required.

Supports for pits, trenches and other excavations

The sides of pits, trenches and other excavations shall, where necessary, be adequately supported to the satisfaction of the Employer's representative, and all such excavations shall be of sizes sufficient to enable the pipes and bedding to be laid accurately, and proper refilling and compacting to be carried out.

The Contractor shall take all precautions necessary for the safety of adjoining structures and building by shoring, opening in short lengths or otherwise, during the time the trenches are open.

Rock cutting in trenches for pipes and other excavations

Where solid rock is met within trenches and other excavations, it shall be cut out to a depth of 100mm below the intended level of the bottom of the pipes, and replaced with 100mm of approved material as specified. In measuring such rock excavation the Contractor will be allowed a width of 400mm more than the external diameter of the pipes to a level of 100mm below the bottom of the pipes.

The price inserted in the Bill of Quantities shall be held to cover all expenses in connection with excavating the rock, backfilling after laying of pipes and disposing of surplus material as directed by the Employer's representative.

Water in trenches for pipelines and other excavations

Trenches and other excavations shall be kept free from water at all times during construction of works until, in the opinion of the Employer's representative, any concrete or other works therein are sufficiently set, and the Contractor shall construct

any sumps or temporary drains that the Employer's representative may deem necessary.

The Contractor shall be responsible for the removal and disposal of all water entering the excavations from whatever source and shall deal with and dispose of such water in a manner approved by the Employer's representative so as to ensure that excavations are kept dry while ensuring that the disposal of this water does not cause a nuisance to adjacent plot holders or works.

The Contractor shall provide all plant, labour and materials required for such work and all costs incurred shall be deemed to be included in his rates for excavation.

Pipes laid with open joints

O.G. porous concrete pipes as specified in Clause 719 shall be laid unjointed with a space of 12mm between the spigot and the inner end of the socket.

All pipes shall be packed and surrounded as directed by the Employer's representative with approved broken stone, sand or gravel aggregate, to the gradings as shown on the drawings or stated in the Bill of Quantities. The prices inserted in the Bill of Quantities shall include the trench excavation, providing and laying pipes, supplying and placing graded packing material, refilling trench and disposing of surplus all as specified.

Cast iron pipes

Cast iron pipes and special castings, shall be as specified in Clause 721 and shall be supplied, laid and jointed with lead wool properly caulked to form perfectly uniform and watertight joints, and when laid and jointed they shall be true to line and level.

Where cast iron pipe drains are laid on unstable ground or ground which is likely to settle appreciably over a period of years they shall be pointed by means of an approved self adjusting or screwed gland joint as directed by the Employer's representative.

Drains to be left clean on completion

On completion, all drains, manholes, etc. shall be flushed from end to end with water from an approved source and left clean and free from obstructions.

Refilling trenches

Trenches shall be refilled with suitable excavated material of 100mm surround but not before the work has been measured and approved by the Employer's representative. For pipes which are not surrounded with concrete, the first layer of filling material shall be free from stones and shall not be thrown directly on to the pipes, but shall be placed and packed with care all round them. All filling shall be deposited and compacted in layers, not exceeding 225mm loose depth, to a dry density not less than that of the adjoining soil. The last 450mm of filling must be returned in the order in which it has been removed. Timber and framing shall be withdrawn ahead of the

layer to be compacted, care being taken to keep the sides of the trenches solid and to fill all the spaces left by the withdrawn timber.

Connections of existing sewers and drains

Where shown on the drawings, existing sewers and drains shall be properly extended, connected and jointed to new sewers, culverts, drains or channels. All such connections shall be made during the construction of the main sewer, drain or other work and a record of their positions kept for future use or reference. Where pipe connections are made to a sewer, stone pitched or lined channel, the pipes shall be well and tightly built into the concrete, or masonry work and be so placed as to discharge in the direction of the main sewer, drain or channel and with the end of the pipe carefully cut to the necessary angle. Where the connections are between pipe sewers or drains, special connecting pipes as shown on the drawings shall be supplied and be truly laid and properly jointed.

Manholes and inspection chambers

Manholes and inspection chambers shall be constructed in accordance with the drawings and in the position shown on the drawings or directed by the Employer's representative. Foundation slabs shall consist of concrete of the appropriate classes as specified on drawings. The side walls shall consist of similar concrete or building stone as specified in Clause 703 in accordance with the drawings.

The side walls shall be fair faced or rendered internally as specified on drawings. They shall be brought up vertically to receive a precast slab formed of concrete of the appropriate classes specified and reinforced all as shown on the drawings. Cast iron manhole covers and frames as specified in Clause 726 shall be provided and frames shall be bedded in cement mortar 1 to 3 and so set that the tops of the covers shall be flush at all points with surrounding surface of the footway, verge or carriageway, as the case may be. Any slight adjustment of the slab level which may be necessary to accomplish this shall be effected by topping the side walls with concrete integral with the slab.

If required, half channel pipes, bends and junctions as specified in Clause 718 and Clause 719 shall be laid and bedded in cement mortar 1 to 3 to the required lines and levels, and both sides of the channel pipes shall be benched up with concrete of the appropriate class and finished smooth to the slopes and levels as shown on the drawings or directed by the Employer's representative. The ends of all pipes shall be neatly built in and finished flush with cement mortar 1 to 3. Where the depth of the invert exceeds 1 metre below the finished surface of the carriageway or the adjacent ground, iron steps as specified in Clause 730 shall be built in with alternate steps in line vertically and with such additional hand irons as the Employer's representative may direct.

All manholes when completed shall be watertight and to the satisfaction of the Employer's representative. The prices inserted in the Bill of Quantities shall include

for excavation, provision of all materials, construction, refilling and disposal of surplus.

Precast concrete manholes

Precast concrete manholes as specified in Clause 728 shall be supplied and laid generally in accordance with Clause 1011 and the drawings.

Completion of drainage works

All sub-soil and surface water drains shall be completed in advance of the construction.

Testing of jointed pipes and manholes

Sealed jointed drains, up to and including 600mm diameter shall be tested in sections (e.g. between manholes) by filling with water under a head of not less than 1 metre. Drains found to be water-tight after a period of 30 minutes will be passed as satisfactory but the water must be retained in the pipes until a depth of at least 450mm of filling has been deposited and compacted on top thereof. Drains failing to stand the test shall be taken out and the pipes re-laid and re-jointed until completely water-tight.

Drains exceeding 600mm in diameter shall be tested by means of a smoke test before they are covered up. Both ends of the lengths of drain to be tested shall be sealed to the satisfaction of the Employer's representative, and smoke shall then be pumped into the section from an approved machine. Should any joint in the section show an escape of smoke, the section shall be taken out and the pipes re-laid and re-jointed until there is no further escape of smoke.

Should the Employer's representative so direct, manholes shall be tested by completely filling with water, and there shall be no appreciable loss over a period of 2 hours.

On completion of the works, or at suitable intervals during construction, infiltration tests will be carried out. The permissible amount of infiltration shall be 1 litre per hour per linear metre of nominal internal diameter.

The Contractor shall provide all labour and apparatus for the above tests.

All testing will be done in accordance with the procedure of the British Standard Code.

Pipes with rubber ring joints

Rubber rings complying with SRN 308 will be provided by the Contractor. They will be laid in the socket and the pipes then jointed as specified. The jointing of pipes shall be carried out in accordance with manufacturer's instructions and in conformity with any modifications proposed by the Employer's representative.

Laying, jointing and backfilling for flexible jointed pipes

The Contractor shall ensure that any hard spots and loose stones are removed from the formation prior to laying of bedding materials. The Contractor shall lay a bed of

thickness 100mm consisting of granular material i.e. sand, gravel, or approved soil of friable nature.

After laying of pipes the Contractor shall lay bedding material on the sides of the pipe compacted by tamping into soffit of sewer.

After completion of this operation the Contractor shall lay the bedding material on top of the pipe in 150mm layers to a thickness of 300mm. The material is to be compacted by tamping. However, precautions are to be taken to avoid excessive tamping on top of the pipe. The remaining trench excavation is to be backfilled to comply with Clause 1009 of specification.

The pipes shall be laid with flexible ring seal joints provided that solvent cement joints could be used for fittings where necessary subject to the approval of the Employer's representative. Pipes and fittings shall be checked for deformities prior to laying. Deformed pipes and fittings shall not be accepted.

Flexible rubber ring joints

The Contractor shall ensure that the spigot end is free from grit, dust or dirt and sealing rings should be seated evenly in the socket groove. Pipe lengths and fittings are supplied with a chamfer on the spigot. Where pipes are to be cut or are supplied without a chamfer on the spigot end the Contractor shall ensure that the pipe is cut square and then form a chamfer on the spigot end with a medium file to an angle of 15 degrees. Remove saw flashing by scraping with a pen-knife.

Debris screens

Where shown on the Drawings, the Contractor shall fabricate and install debris screens across the full width of the drain channel cross-section. The screens shall be fabricated using galvanised mild steel complying with BS 729. They shall be mounted on R.C. supports and incorporate a safe access platform to facilitate manual clearing of debris as shown on the Drawings.

MISCELLANEOUS

General

The Contractor is referred to the drawings as to the general character of the works and he shall allow in his rates for any extra costs he may consider incurred by reason of the work being in detached positions, in small quantities, difficulty of access or for any other cause. He should also make due allowance for specialist installations taking place during the currency of this contract.

This section of the Specification refers to miscellaneous items. Clauses elsewhere in the Specification shall also be followed where relevant.

Precast lintels

All precast items shall be marked with the date of casting and shall not be built into the works until they have matured for 28 days. Ends of bar reinforcement shall be hooked or bent as required. The cover for reinforcement shall be 25mm from internal faces and 38mm from external exposed faces. The 'top' of lintels shall be numbered for identification.

Lintels shall have timber or pre-formed inserts cast in for fixing metal windows where required and shall have fair face finish on all surfaces exposed to view and hacked surfaces where plastered.

Damp-proof course (d.p.c.)

Hessian based metal cored bitumen for damp-proof courses shall be lead cored, complying with B.S. 743 paragraph 4, type D, weighing not less than 4.4 kg. per square metre. Damp-proof course shall be bedded horizontally in mortar as for blockwork with 115mm laps in length and full laps at angles.

Plywood

Plywood generally shall comply with B.S. 1455. That from sources not included in B.S. 1455 shall be of corresponding grades of veneers and types of bonding. Plywood for flush doors shall be Grade I Mvuli veneered.

Doors

Internal doors shall be hardwood framed solid cored flush doors constructed in accordance with B.S. 459 Part 3, faced both sides with 3mm thick Mvuli veneered plywood and lipped all round with matching hardwood lipping. Moisture content at delivery shall be 12% (+ or - 2%).

Frames and linings

Door frames and linings shall be Class 1 Mvuli mortice and tenon jointed at angles. Sub-frames for internal doors shall be Class 1 Mvuli tongued at angles.

Architraves and stops

Architraves and stops shall be Class 1 Mvuli matching to the frames and linings.

Ironmongery

All ironmongery shall be obtained from a source approved by the Employer's representative's Representative. Samples shall be submitted before ordering and the articles ordered shall match up with the approved samples. Screws of a like metal shall be used for all fittings.

Fixing joinery

Doors shall be hung on one or one and a half pairs of butt hinges to give a maximum even tolerance of 2mm all round.

Sub-frames shall be fixed to blockwork with three fixing clamps per side and one dowel let 50mm into the floor and 50mm into the foot of each leg. Linings shall be

fixed after completion of other finishings by means of screwing and pelling to sub-frames with matching hardwood pellites. Architraves and stops shall be pinned on, heads punched and filled with tinted filler.

Fixing ironmongery

The rates for supplying and fixing ironmongery shall include for all sinking, cutting, boring, mortising etc., making good, replacing damaged screws, oiling, adjusting and leaving in good working order and for mastering all keys.

Bolts and nuts

Bolts and nuts shall comply with the relevant requirements of the British Standards as set out below:-

Black Hexagon Bolts, Screws and Nuts	B.S. 4190, Grade 4.6
Metal Washers for General Purpose	B.S. 4320
Black Cup and Countersunk Head Bolts and Screws, with Nuts	B.S. 4993

Structural steelwork

The whole of the structural steelwork and testing shall comply with the relevant clauses of B.S. 449. The Contractor shall include for the preparation of all shop details from the drawings supplied by the Employer's representative. All such details shall be approved in writing by the Employer's representative before the work is put in hand. Every drawing shall show the number and sizes of all rivets and bolts, complete details of welds, type of electrodes, welding procedure, whether the welds are to be made in the shop or elsewhere and any other relevant information. The Contractor shall be responsible for the accuracy of his shop details and for shop fittings and site connections.

The Contractor shall take the dimensions from the structure and he shall verify all dimensions given on the drawings before the work is put in hand.

Any damage to materials on the site due to inadequate precautions being taken during the erection of the steelwork shall be made good to the satisfaction of the Employer's representative's Representative at the Contractor's expense.

The fabrication and erection of the steelwork shall be carried out in accordance with Part 5 of B.S. 449.

Galvanised work

Iron and steel, where galvanised, shall comply with B.S. 729, entirely coated with zinc after fabrication by complete immersion in a zinc bath in one operation and all excess carefully removed. The finished surface shall be clean and uniform.

Electrical installation

The electrical installations will be carried out by Licensed Electrician and complying with the following:-

- a) Regulations for Electrical Equipment of Buildings issued by the Institution of Electrical Employer's representatives.
- b) Electric Power Act.
- c) The K.P.&L. Co.'s Bye-Laws.
- d) Relevant current British Standards and Codes of Practice.
- e) All the relevant clauses in this Specification, particularly the clauses in Sections 13 and 14.

PLUMBING INSTALLATION

Water authorities regulations

The internal plumbing work shall be carried out to the satisfaction of and in accordance with the regulations of the local Water Authority.

Rainwater installations

Rainwater installation shall be in grey PVC pipework with 'O' ring joints.

Testing plumber's work

The plumbing work and sanitary fittings shall be tested at such times as the Employer's representative's Representative shall direct and to his entire satisfaction. Gutters and rainwater pipes shall be tested with water to satisfy the Employer's representative's Representative that gutters are to correct falls, pipes are unobstructed and joints are sound.

Setting out

The positions of all pipe runs, including joints and connections, shall be agreed with the Employer's representative's Representative before work is commenced.

Plastic pipes, fittings and accessories

uPVC soil and ventilating pipes and fittings shall comply with B.S. 4514. Waste pipes and fittings shall be modified unplasticised polyvinyl chloride (MuPVC). Waste traps shall comply with B.S. 3943. Balloon gratings shall be plastic coated steel wire.

Pipework generally

Pipes shall be in the maximum lengths possible to avoid unnecessary jointing and fixed to sufficient falls to prevent air locks and to enable the system to be drained down.

Cisterns

Storage cisterns and break feed cisterns shall be galvanised steel cisterns complying with B.S. 417, Grade A.

Sanitary fittings

Sanitary fittings shall be manufactured from glazed vitreous china complying with the requirements of B.S. 3402. They shall be supplied by an approved firm and shall pass the requirements of the local Water Authority.

PLASTERWORK AND OTHER FLOOR, WALL AND CEILING FINISHINGS

General

All branded materials shall be delivered in the manufacturer's packages bearing the manufacturer's name and the name of the material concerned. Cement, lime, plaster etc., shall be stored separately off the ground in dry conditions. All surfaces shall be properly prepared for plastering, rendering and screeding and brushed or cleaned free from dust and all traces of efflorescence and contamination removed. Concrete surfaces shall be thoroughly cleaned free from all traces of mould oil or other formwork coatings and hacked to provide a key.

Surface to receive plastering, rendering, screeding etc. shall be wetted sufficiently in advance to ensure the correct conditions for adhesion. Undercoats shall be thoroughly scratched to allow for keying and allowed to dry sufficiently before application of further coats. Dubbing out shall be in the same mix as the subsequent coat and shall not exceed 20mm in thickness in one application.

Cement

Cement shall be Ordinary Portland Cement and shall comply with KS 02-21. White and/or an equivalent approved coloured cements shall comply with KS 02-21 and shall be obtained from an approved manufacturer.

Sands

Sand for cement and lime shall comply with B.S. 1199, Table 1 for undercoats and Table 2 for finishing coats. Sand for floor screeds shall comply with B.S. 1199, Table 1.

Lime putty

Lime putty shall be prepared from hydrated lime complying with B.S. 890, Table 2. Hydrated lime shall be added to water, stirred to a creamy consistency and left to mature for at least sixteen hours before use. Alternatively, ready slaked lime may be obtained from an approved manufacturer. The lime putty shall be protected from drying out.

Plasticisers

Plasticisers shall be of the resin type and shall be used only with the approval of the Employer's representative's Representative in accordance with the manufacturer's instructions.

Water proofers

Water proofers shall be approved integral water proofers and shall be used in accordance with the manufacturer's instructions.

TILE WORK

Glazed ceramic wall tiles

Glazed and eggshell ceramic wall tiles shall comply with B.S. 1218 and shall be of the colours described. Samples of tiles shall be submitted to the Employer's representative's Representative for approval.

Adhesive

Adhesive for fixing wall tiles shall be approved adhesive.

Fixing wall tiles

Tiles shall be wiped clean and fixed dry with the approved adhesive all in accordance with manufacturer's recommendations with straight joints 1.6mm wide, pointed in white cement.

Ceramic floor tiles

Ceramic floor tiles shall be fully vitrified clay tiles complying with B.S. 1286 and having a water absorption not exceeding 0.3%.

Laying floor tiles

For laying of floor tiles the surface of the compacted bedding shall be spread with a 3mm thick cement and sand (1:1) slurry. Floor tiles shall be wiped clean and laid dry, in a square pattern with 3mm wide joints and tapped into the grout. Pointing shall be in an approved proprietary tile grout, tinted to match floor tiles.

Finish

Cement-lime-sand undercoats shall be allowed to dry out thoroughly before a further coat is applied and scratched to provide an adequate key for the next coat. The finishing coat shall be finished with a steel float. A neat cut shall be made with the edge of the trowel through all coats of the wall plaster at junctions with concrete columns and soffits.

Internal rendering

The internal rendering on concrete block panels shall be two coat work, total 20mm finished thickness. The undercoat to be 1:1:5 cement, lime putty, sand by volume, 9mm to 12mm thick and scratched for key. The finishing coat to be 1:1:6 cement, lime putty, sand by volume, 6mm to 9mm thick, trowelled smooth. At junctions of panels to concrete columns and beam soffit, finish the rendering with a clean trowel cutting through both coats of rendering.

Preparation

Concrete floors to receive screeds shall be raked where necessary to remove concrete, plaster or mortar droppings and well brushed to remove all loose particles and dirt. Concrete floors shall be well wetted before the screeds are laid.

PAINTING AND DECORATING***Paint and painting***

All paint, including primers, undercoats and finishings, polish, emulsion etc., to be used shall be obtained ready for use from the manufacturer approved by the Employer's representative.

The Contractor shall order direct from the manufacturer and only fresh paint will be allowed to be used.

All paints shall be of the qualities, i.e. exterior, interior etc., types and colours scheduled. All coats of paint system shall be obtained from the same manufacturer, shall be ordered for use together and as far as practicable, shall be ordered on one order in sufficient quantity for the whole of the work, particularly in the case of the finishing colour. Where more than one of the three systems (gloss, semi-gloss or flat) is in use, these paints shall be used in strict accordance with their accompanying printed instructions.

The Contractor shall use only paints delivered to the site in original sealed containers, not exceeding five litre capacity, stamped and bearing the manufacturer's name of mark, the specification number, method of application (e.g. brushing) colour, quantity, batch number and date of manufacture, and expiry.

All tints and shades (including colours of undercoats) shall be selected and approved by the Employer's representative's Representative and the Contractor shall allow in his prices for executing the painting work in colour schemes, to be prepared from a wide range of colours.

No painting on exterior work shall be carried out in wet weather or upon surfaces which are not thoroughly dry. Painting shall not proceed in dusty conditions. Each coat of paint shall be thoroughly dry and shall be rubbed down with glass paper before a subsequent coat is applied. Adequate care must be taken to protect surfaces of paintwork, still wet.

Lead based priming paints for steelwork shall conform to B.S. 2521 and 2523.

Preparation

Copper pipes shall be washed with soap and water, roughened with abrasive paper and washed with white spirit.

Metalwork - remove all scale from unprimed iron and steelwork, degrease using proprietary solution compatible with paint finish, remove all dirt and rust by brushing

with a steel wire brush. Clean all steel delivered primed, of dirt and dust and touch up any damage to primed surfaces in transit or erection.

Hardwood - rub down and brush off all dirt and dust, stop any holes or other imperfections with stopping tinted to match pigment finish.

Protective decorative finish

The protective decorative finish on hardwood joinery shall be PX65 (Pinotex) and Holdex as manufactured and supplied by Sadolins Paints (E.A.), or other equal and approved finish.

External frames and doors shall be treated with two coats PX65 (Pinotex) Pigmented before fixing and one coat PX65 (Pinotex) Top Coat after fixing.

Internal frames and doors shall be treated with two coats PX65 (Pinotex) Pigmented before fixing and one coat after fixing and finished with two coats of Holdex, Silk Matt Interior Lacquer.

Application shall be strictly in accordance with the manufacturer's recommendations.

Not more than three months should separate the initial (before fixing) and final (after fixing) coats.

Ironmongery furniture

The rates for painting shall include for taking down and refixing ironmongery furniture, kicking plates etc., as necessary.

ROADS AND FOOTPATHS

Preparation of road formation

After excavation or filling has been completed the road formation shall be shaped to the required contour and compacted with an 8 - 10 tonne roller.

If any soft places develop in the formation during compaction they shall be excavated to such depths as the Employer's representative may direct, refilled with hardcore or other approved granular material, levelled and re-compacted before the sub-base is laid.

Murram sub-base

The murram sub-base will be constructed only in poor soil conditions where directed by the Employer's representative. The murram shall be from an approved source quarried so as to exclude vegetable matter, loam, topsoil or clay. The California Bearing Ratio (C.B.R.) of the murram, as determined for a sample compacted to maximum density as defined under B.S. 1377 and allowed to soak in water for four days, shall not be less than 30. This C.B.R. is a guide to quality only and the compaction in the work will be judged by density.

The murram sub-base shall be of the thickness as shown on drawings or stated in the Bill of Quantities.

The sub-base shall be evenly spread and compacted using an 8-10 tonne roller for road construction and a 2-4 tonne roller for footpath construction. The Contractor will be required to maintain the selected material at its optimum moisture content to achieve maximum compaction. The roads and footpaths shall be finished to the grades and levels shown on the drawings.

Compaction and surface finish

As soon as rolling can be effected without causing undue displacement of the material, and while the material is above the minimum temperature stated in Table 6.3, it shall be uniformly compacted by an 8-10 tonne roller having a width of roll not less than 18 inches.

Rolling of surface materials

The type and weight of roller to be employed on each course of surfacing shall be approved before hand by the Employer's representative.

Notwithstanding this, the Employer's representative may call for a certified weighbridge ticket in respect of any roller at any time.

Roller wheels shall always be clean and even. An adequate water tank shall be provided together with a fully operating roller sprinkler system. The roller shall be operated by a person fully trained and experienced in rolling technique.

Rolling shall be generally carried out in a longitudinal direction, working from the edge of the carriageway to the crown or, in the case of a superelevated carriageway, from the low to the high side. The second pass should be precisely on the path of the first, before the roller shifts transversely. Heavy drive wheels should approach the freshly laid material. Reversing should be carried out slowly and smoothly and the reversing points staggered across the carriageway to avoid any wave effect. Rolling should be continued until all rollmarks are eliminated and there is no perceptible movement under the roller wheels.

Idle standing on freshly laid material is not permitted.

If the total surfacing to be compacted exceeds 3,300 sq.m. per day, the Contractor shall provide a second roller.

In confined areas where normal rolling is not possible, mechanical tamping will be permitted. The tampers must be employed systematically to give a smooth "as- rolled" finish.

No traffic will be permitted on a surfacing course until it has been compacted and in the opinion of the Employer's representative has acquired a sufficient set.

Laying course

The laying course shall consist of 40mm sand as specified containing not more than 3% of silt and clay by weight, and, with no more than 10% retained on a 5mm sieve. It is spread to give a thickness when compacted of 40mm. The profile of the uncompacted sand should be similar to that of the final surface. The required thickness of uncompacted sand forming the laying course will depend upon its moisture content grading, and degree of pre-compaction. The laying course sand needs to be spread to a greater depth than the target compacted depth of 40mm. The amount of surcharge will be of the order of 10 to 15mm but the exact value is best determined by trial. To avoid any need to adjust the surcharge during construction, it is helpful to keep the sand grading and moisture content sensibly constant.

Once spread the sand should be screed smooth to level. For roads less than 4.5m wide, the kerbs may be used as screeding guides, but on wide pavements, it is necessary to set temporary screed rails for striking off the laying course. During spreading and screeding, operatives must not stand in the sand, otherwise uneven pre-compaction will occur causing irregularities in the final road surface.

To minimize the risk of disturbance, it is advisable to avoid screeding sand long distances in front of the block laying face.

Preparation of footpath formation

After the excavation of filling has been completed as specified the footpath formation shall be regulated to an even and uniform surface, and compacted with a roller weighing not less than 2.5 tonnes.

If any soft places develop in the formation during compaction they shall be excavated and backfilled with approved granular material, levelled and re-compacted.

Chasing

Chasing in load-bearing walling for pipes, etc., is to be kept to a minimum size of cut and the positions and runs of chases are to be approved by the Employer's representative before any cutting is commenced.

Damp-proof courses (d.p.c.)

Damp-proof courses shall be 1000 gauge polythene free from tears and holes and be laid with 150mm minimum laps on and including a levelling screed of cement mortar.

Hacking, etc.

The prices for all pavings and plastering, etc., shall include for hacking concrete surfaces and for raking out joints of walls 12mm deep and for cross scoring undercoats to form a proper key.

Plastering on walls generally shall be taken to include flush faces of lintels, beams, etc., in the walls.

Surfaces

All surfaces to be paved or plastered must be brushed clean and well wetted before each coat is applied. All cement pavings and plaster shall be kept continually damp in the interval between application of coats and for seven days after the application of the final coat.

Prices for paving

Prices for paving are to include for adequate covering and protection during the progress of the Works to ensure that the floors are handed over in perfect condition on completion.

Attendance upon employer's representative's staff

The Contractor is to provide the necessary support staff, as and when requested by the Employer's representative, to assist in some of the duties on site. These staff may include but not be limited to chainmen and other short term staff required for quality control monitoring. An allowance for these is made in the Bill of Quantities.

ELECTRICAL INSTALLATION

Contractor's licence

The complete electrical installation shall be carried out by a trained electrician with certificates in electrical works. The certificates have to be approved by the Project Manager before commencement of works, specifically for the Operator and Store building under Bill 7.

Regulations and standards

The complete electrical installation shall be carried out as per the Specifications and complying with the following documents: -

- a) Electric Power Act and the Rules made thereunder.
- b) The Kenya Power & Lighting Co. Ltd.'s Bye-Laws.
- c) Relevant current British, Deutsche Industries Norm (DIN), International Standards Organisation and Kenya Standard Specifications and Codes of Practice.
- d) Government Electrical Specification GES 1 and 2, which can be seen at the office of Chief Electrical Employer's representative of Ministry of Public Works.

Regulations of 14th Edition of I.E.E. Regulations are in force at present in Kenya and to be observed in conjunction with other related local Bye-Laws and Acts.

Extent of electrical work within contract

The electrical works in the proposed development are required to be complete in all respects as specified herein and shall include all items of equipment, materials, accessories, switchgear, lighting fittings, cables, labour, etc., necessary whether such

items are specifically referred in the Contract or not. The Contractor shall be deemed to have included in his Tender, price for all items necessary such that the installations are complete in all respects and left in a satisfactory working order.

The Contractor will be responsible for liaison with the Kenya Power & Lighting Company Limited and the Kenya Posts & Telecommunications Corporation to suit the incoming power and telephone requirements.

All work and materials are to be of the best quality approved by the Employer's representative and strictly in accordance with the Specification.

Materials

All materials used in the Contract shall comply with the appropriate Standard Specification where such applies. .

Conduit fittings shall be the same metal as the conduit to which they are connected except that Zinc-alloy OR Aluminium-alloy fittings may be used with steel conduits.

Conduit fittings and accessories shall conform to the appropriate Standard. Conduits shall be mechanically and electrically continuous.

All bends and sets shall be made cold without altering the section of the conduit. The inner radius of the bend shall not be less than two and a half times the outside diameter of the conduit. Not more than two right angle bends will be permitted without the interposition of the draw-in box. Where straight runs are installed draw-in boxes shall be provided at distance not exceeding 12m. Tees, elbows or sleeves of either inspection or solid type will not be permitted.

Conduits which terminate in fusegear, distribution boards, adaptable boxes, non-spout switches, trunking, etc., shall be connected thereto by means of screwed sockets and smooth bore brass male bushes.

Where conduits are installed flush in floor slabs or in chases in walls, they shall be held firmly in position by means of substantial pipe hooks driven into wooden plugs. Where conduits are installed on surface they shall be fixed with spacer bar saddles at a distance not exceeding one metre. Conduits shall be installed entirely separate and at least 150mm clear of the hot water and steam pipes and at least 75mm clear of cold water and other services.

The Electrical Contractor shall be responsible to ascertain from site details of reinforced concrete and structural steel work and to check from the Main Contractor's drawings the positions of walls, structural concrete and steel work finishes, etc. No reinforced concrete or steelwork shall be drilled without obtaining permission from the Structural Employer's representative.

All circular conduit boxes shall be of a malleable iron with 50mm fixing centres fitted with H.G. lids where required. They shall be long spouts internally threaded. Deep

boxes or extension rings on standard circular boxes shall be used where necessary in order to bring the front face of each box flush with the ceiling or wall.

Conduit boxes installed externally shall be galvanised and where subjected to direct weather conditions they shall be compound filled.

Where the words or other approved or equal are used, they shall mean any make of equal quality but the written approval of the Employer's representative for the use of such alternative shall be obtained prior to their use in the installation. In the absence of any such request, the Employer's representative is entitled to suppose that materials used are specified.

Record drawings

The Contractor shall keep on site at all times a complete set of the drawings relative to this Contract, and as the Contract works are proceeded with, indicate in red colour on such drawings, any variations to the Contract works as executed from those shown on the Contract Drawings. The 'As Built' drawings shall be submitted to the Employer's representative on completion of works or when demanded in writing. A minimum of three sets of 'As Built' drawings shall be provided.

Testing

On completion of the electrical installation work, the installation shall be subject to the test as laid down in the I.E.E. Regulations and Electric Power Act in the presence of the Employer's representative or his representative.

The Contract works shall not be considered complete until all testing has been completed to the satisfaction of the Employer's representative and the Record Drawings have been approved as installed and all specified spares have been provided.

The wiring throughout shall be in looping cables from point to point and no tee or other joints shall be permitted. Conductors of the same circuit shall be contained in the same conduit or trunking. At distribution boards, the neutral conductors shall be connected to the neutral bar in the same sequence as the line conductors connected to fuses or circuit breakers so that they can be readily identified.

Completion and inspection certificates

The electrical works will be part of the final payment certificate and therefore subject to the final joint inspection.

ELECTRICAL INSTALLATION - SPECIFICATION OF WORK

Scope of work

Scope of work shall include the following: -

- a) Operators Store

Complete installation of lighting power, lighting fittings, switch board, meter board, etc. at the decentralized treatment facility (DTF)

PARTICULAR SPECIFICATION FOR ELECTRICAL WORKS

Extent of work

The work includes the supply of all labour, material, equipment, plant and components necessary for the complete installation and setting to work of the entire electrical services for the following system as shown on the drawings.

- a) Income electricity supplies
- b) Electric lighting and power installation

MECHANICAL WORKS

General

The workmanship and materials covered by this section shall include for the supply, installation and commissioning of all mechanical equipment. It shall also include submission of shop and working drawings, testing and test connections, and operation manuals as specified.

All materials and equipment shall be obtained from reputable manufacturers, who have well established agent(s) in Kenya. The local agent(s) shall be able to provide an efficient service for the equipment and shall have ample stocks of all expendable items such as fuses, etc.

The Employer's representative reserves the right to reject manufacturer(s) or agent(s) not fulfilling the above requirements.

It is the responsibility of the Contractor to provide evidence that the equipment is in compliance with the Bills of Quantities, Specifications herein, and as shown on the drawings, and that the equipment will operate satisfactorily under the conditions under which it is installed. The work shall comprise complete installation such as anchor bolts, base plates, gaskets, painting, etc., all to the satisfaction of the Employer's representative.

Drawings

The works as shown on the drawings are prepared for tendering purposes only, and it is the Contractor's responsibility to provide promptly, detailed shop drawings of the equipment he proposes to use. It is also the Contractor's responsibility to see that all openings, recesses, channels, conduits, etc., in structures are so located and installed as to fit and function properly with mechanical and electrical works.

The Contractor shall prepare all necessary detailed or workshop drawings required for manufacturing and erecting the equipment. Such drawings shall be submitted to the Employer's representative for approval prior to the commencement of manufacture and installation of the equipment. Upon completion of the works, the Contractor shall prepare and submit information on as-built drawings to the Employer's representative for his retention.

The Contractor shall be responsible for any discrepancies, errors, or omissions in the Contractor's drawings unless they are due to incorrect drawings or other written information supplied by the Employer or the Employer's representative. Approval by the Employer's representative of the Contractor's drawings shall not relieve the Contractor from any responsibility under this section.

Initial defects liability period

During the two months Defects Liability Period, the Contractor shall carry out all necessary adjustments and repairs, cleaning and lubricating, etc., required for maintaining the equipment in good working condition. A report of any work executed with respect to such maintenance shall be submitted to the Employer's representative and incorporated in Maintenance Records.

The Contractor shall bear all the costs required for maintenance and inspection services of the equipment and provide for all labour, tools, instruments and plant, and the transportation thereof, as required for the satisfactory execution of these obligations and for the provision, use and installation of all materials such as fuses, expendable items, oils, greases, etc., and such parts which are periodically renewed as relay contacts or parts which are faulty for any reason.

Manufacturer's maintenance manuals

Upon completion of the works, the Contractor shall furnish to the Employer's representative 1 copy of Manufacturer's Maintenance Manuals for the equipment installed in A-4 size loose leaf type binding containing information on the following items:

- a) Description of Equipment
- b) Full Operation and Maintenance Instructions
- c) Valve Operations
- d) Maintenance and Service Periods
- e) Lubricating Instructions
- f) Colour Code Legend
- g) Spares List
- h) Record Drawings in size A-4 / A-3
- i) Any other relevant information.

All instructions in the Manual shall be written with reference to the drawings. All valves, terminals and controls in the plant and other sites be labeled to correspond with the Operation and Maintenance Manual.

The Works will not be considered completed for the purpose of taking over until such Manual containing instructions and the drawings have been supplied to the Employer.

All costs arising to comply with this Clause is deemed to be covered in the Contractor's rates.

SECTION VII- BILLS OF QUANTITIES

As attached separately.



PART III - CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

These General Conditions of Contract (GCC), read in conjunction with the Special Conditions of Contract (SCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

General Conditions of Contract

A. General

1. Definitions

1.1 Bold face type is used to identify defined terms.

- a) **The Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- b) **The Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- c) **The Adjudicator** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- e) **Compensation Events** are those defined in GCC Clause 42 hereunder.
- f) **The Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- g) **The Contract** is the Contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- h) **The Contractor** is the party whose Bid to carry out the Works has been accepted by the Procuring Entity.
- i) **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Procuring Entity.
- j) **The Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- k) **Days** are calendar days; months are calendar months.
- l) **Day works** are 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.
- m) **A Defect** is any part of the Works not completed in accordance with the Contract.
- n) **The Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- o) **The Defects Liability Period** is the period **named in the SCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
- p) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- q) **The Procuring Entity** is the party who employs the Contractor to carry out the Works, **as specified in the SCC**, who is also the Procuring Entity.
- r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

- s) **“In writing” or “written”** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- t) The Initial Contract Price is the Contract Price listed in the Procuring Entity's Letter of Acceptance.
- u) **The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- v) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- w) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- x) **The Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Procuring Entity 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.
- y) **SCC** means Special Conditions of Contract.
- z) **The Site** is the area of the works as **defined as such in the SCC**.
- aa) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- bb) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- cc) **The Start Date** is **given in the SCC**. 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.
- dd) **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.
- ee) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- ff) **A Variation** is an instruction given by the Project Manager which varies the Works.
- gg) **The Works** are what the Contract requires the Contractor to construct, install, and turn over to the Procuring Entity, **as defined in the SCC**.

2 Interpretation

- 21 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 22 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 23 The documents forming the Contract shall be interpreted in the following order of priority:
 - a) Agreement,
 - b) Letter of Acceptance,
 - c) Contractor's Bid,
 - d) Special Conditions of Contract,
 - e) General Conditions of Contract, including Appendices,
 - f) Specifications,
 - g) Drawings,
 - h) Bill of Quantities⁶, and
 - i) any other document **listed in the SCC** as forming part of the Contract.

⁶In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

3. Language and Law

- 31 The language of the Contract is English Language and the law governing the Contract are the Laws of Kenya.
- 32 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Procuring Entity's Country when
- a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

4. Project Manager's Decisions

- 41 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.

5. Delegation

- 51 Otherwise **specified in the SCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6. Communications

- 61 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.

7. Subcontracting

- 71 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Procuring Entity in writing. Subcontracting shall not alter the Contractor's obligations.

8. Other Contractors

- 81 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the Schedule of Other Contractors, as **referred to in the SCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Procuring Entity may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

- 91 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 92 If the Project Manager 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 seven days and has no further connection with the work in the Contract.
- 93 If the Procuring Entity, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

10. Procuring Entity's and Contractor's Risks

- 101 The Procuring Entity carries the risks which this Contract states are Procuring Entity's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Procuring Entity's Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Procuring Entity's risks:

- a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
- b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Procuring Entity's risk except loss or damage due to

- aa) a Defect which existed on the Completion Date,
- bb) an event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or
- cc) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Procuring Entity's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

- a) loss of or damage to the Works, Plant, and Materials;
- b) loss of or damage to Equipment;
- c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may effect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the SCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date

161 The Contractor may 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 Project Manager, and complete them by the Intended Completion Date.

17. Approval by the Project Manager

171 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

172 The Contractor shall be responsible for design of Temporary Works.

173 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

174 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

175 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. Safety

181 The Contractor shall be responsible for the safety of all activities on the Site.

19. Discoveries

191 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Procuring Entity. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

20. Possession of the Site

201 The Procuring Entity shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the SCC**, the Procuring Entity shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

211 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

22. Instructions, Inspections and Audits

221 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

222 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

223 The Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Procuring Entity and/or persons appointed by the Public Procurement Regulatory Authority to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Public Procurement Regulatory Authority. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Public Procurement Regulatory Authority's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Public Procurement Regulatory Authority's prevailing sanctions procedures).

23. Appointment of the Adjudicator

- 231 The Adjudicator shall be appointed jointly by the Procuring Entity and the Contractor, at the time of the Procuring Entity's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request.
- 232 Should the Adjudicator resign or die, or should the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

24. Settlement of Claims and Disputes

241 Contractor's Claims

- 24.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 24.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clause shall apply.
- 24.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 24.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record- keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.
- 24.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
- a) this fully detailed claim shall be considered as interim;
 - b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
 - c) the Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.
- 24.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 24.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause
- 24.1.8 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the

additional payment (if any) to which the Contractor is entitled under the Contract.

24.1.9 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

24.1.10 If the Project Manager does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 24.4 [Arbitration].

24.1.11 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause 24.3.

242 Amicable Settlement

24.2.1 Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 24.1 above should move to commence arbitration after the fifty-sixth day from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

243 Matters that may be referred to arbitration

24.3.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:

- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
- b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
- c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- e) Any dispute arising in respect of war risks or war damage.
- f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

244 Arbitration

24.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 24.3 shall be finally settled by arbitration.

24.4.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

24.4.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

24.4.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

24.4.5 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

24.4.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

24.4.7 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

24.4.8 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the Works.

24.4.9 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the

Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

245 Arbitration with National Contractors

24.5.1 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- i) Architectural Association of Kenya
- ii) Institute of Quantity Surveyors of Kenya
- iii) Association of Consulting Engineers of Kenya
- iv) Chartered Institute of Arbitrators (Kenya Branch)
- v) Institution of Engineers of Kenya

24.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

246 Alternative Arbitration Proceedings

24.6.1 Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

247 Failure to Comply with Arbitrator's Decision

24.7.1 The award of such Arbitrator shall be final and binding upon the parties.

24.7.2 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

248 Contract operations to continue

24.8.1 Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Entity shall pay the Contractor any monies due the Contractor.

25. Fraud and Corruption

25.1 The Government requires compliance with the country's Anti-Corruption laws and its prevailing sanctions policies and procedures as set forth in the Constitution of Kenya and its Statutes.

25.2 The Procuring Entity requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. Time Control

26. Program

26.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and

continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

264 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

271 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

272 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Acceleration

281 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.

282 If the Contractor's priced proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

29. Delays Ordered by the Project Manager

291 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

30. Management Meetings

301 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

302 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

31. Early Warning

311 The Contractor shall warn the Project Manager 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 Project Manager 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.

312 The Contractor shall cooperate with the Project Manager 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.

C. Quality Control

32. Identifying Defects

321 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

33. Tests

- 331 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

34. Correction of Defects

- 341 The Project Manager 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 SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 342 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

35. Uncorrected Defects

- 351 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

36. Contract Price⁷

- 361 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

37. Changes in the Contract Price⁸

- 371 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Entity.
- 372 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

38. Variations

- 381 All Variations shall be included in updated Programs⁹ produced by the Contractor.
- 382 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 383 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 384 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

⁷In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:

36.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

⁸In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:

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 makes such changes to the Activity Schedule.

⁹In lump sum contracts, add "and Activity Schedules" after "Programs." ¹⁰In lump sum contracts, delete this paragraph.

- 385 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning
- 386 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work
- 387 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
 - c) a description of any effect(s) of the change on performance/functionality.
- 388 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:
- a) accelerate the contract completion period; or
 - b) reduce the Contract Price or the life cycle costs to the Procuring Entity; or
 - c) improve the quality, efficiency, safety or sustainability of the Facilities; or
 - d) yield any other benefits to the Procuring Entity, without compromising the functionality of the Works.
- 389 If the value engineering proposal is approved by the Procuring Entity and results in:
- a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the SCC** of the reduction in the Contract Price; or
 - b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

39. Cash Flow Forecasts

- 391 When the Program¹¹, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

40. Payment Certificates

- 401 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 402 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 403 The value of work executed shall be determined by the Project Manager.
- 404 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed¹².
- 405 The value of work executed shall include the valuation of Variations and Compensation Events.
- 406 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 407 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (which would be the tender price), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

41. Payments

- 41.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Procuring Entity 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 prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

42. Compensation Events

42.1 The following shall be Compensation Events:

- d) The Procuring Entity does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- e) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- f) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- g) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- h) The Project Manager unreasonably does not approve a subcontract to be let.
- i) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- j) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons.
- k) Other contractors, public authorities, utilities, or the Procuring Entity does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- l) The advance payment is delayed.
- m) The effects on the Contractor of any of the Procuring Entity's Risks.
- n) The Project Manager unreasonably delays issuing a Certificate of Completion.

42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

424 The Contractor shall not be entitled to compensation to the extent that the Procuring Entity's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

43. Tax

431 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

44. Currency of Payment

441 All payments under the contract shall be made in Kenya Shillings

45. Price Adjustment

451 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies:

$$P = A + B \text{ Im/Io}$$

where:

P is the adjustment factor for the portion of

the Contract Price payable.

A and B are coefficients¹³ **specified in the SCC**, representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable and Im is the index prevailing at the end of the month being invoiced and IOC is the index prevailing 30 days before Bid opening for inputs payable.

452 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

46. Retention

461 The Procuring Entity shall retain from each payment due to the Contractor the proportion stated in the **SCC** until Completion of the whole of the Works.

462 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

47. Liquidated Damages

471 The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

472 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

48. Bonus

481 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

49. Advance Payment

- 49.1 The Procuring Entity shall make advance payment to the Contractor of the amounts stated in the **SCC** by the date stated in the **SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

50. Securities

- 50.1 The Performance Security shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 day from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

51. Dayworks

- 51.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 51.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 51.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

52. Cost of Repairs

- 52.1 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.

E. Finishing the Contract

53. Completion

- 53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

54. Taking Over

- 54.1 The Procuring Entity shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

55. Final Account

- 55.1 The Contractor shall supply the Project Manager 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 Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 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 Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

56. Operating and Maintenance Manuals

- 561 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.
- 562 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

57. Termination

- 571 The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 572 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
 - c) the Procuring Entity or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - d) a payment certified by the Project Manager is not paid by the Procuring Entity to the Contractor within 84 days of the date of the Project Manager's certificate;
 - e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
 - f) the Contractor does not maintain a Security, which is required;
 - g) 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 SCC**; or
 - h) if the Contractor, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.
- 573 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.
- 574 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
- 575 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

58. Payment upon Termination

- 581 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance 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 specified in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.
- 582 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Project Manager 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 advance payments received up to the date of the certificate.

59. Property

- 591 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Contractor's default.

60. Release from Performance

- 60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Project Manager 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 to which a commitment was made.

SECTION IX - SPECIAL CONDITIONS OF CONTRACT

Except where otherwise specified, all Special Conditions of Contract should be filled in by the Procuring Entity prior to issuance of the bidding document. Schedules and reports to be provided by the Procuring Entity should be annexed.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General	
GCC 1.1 (q)	The Procuring Entity is ; Kakamega County Water and Sanitation Company Postal Address: P.O BOX 1189-50100 Physical Address: Kakamega- Kisumu Road Telephone: 056-2030355 Email: kacwasco@gmail.com
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be: Six (6)months from the date of order to commence works by the project manager.
GCC 1.1 (x)	The Project Manager is: Mr. Stephen Orondo Bush The Ag. Technical Manager Kakamega County Water and Sanitation Company Postal Address: P.O BOX 1189-50100 Physical Address: Kakamega- Kisumu Road Telephone: 056-2030355 Email: kacwasco@gmail.com
GCC 1.1 (z)	The Site is located Iguhu area, Ikolomani Sub-county , Kakamega-County and is defined in drawings provided.
GCC 1.1 (cc)	The Start Date shall be <i>the date the project manager orders to commence works/ or possession of site</i>
GCC 1.1 (gg)	The Works consist of: 1. Construction of a receiving bay, balancing tank and sludge drying bed 2. Construction of anaerobic reactor 3. Vertical flow constructed wetland 4. Construction of a solid waste incinerator 5. Construction of an operator store. 6. Site and auxiliary works
GCC 2.2	Sectional Completions are: <i>Not applicable</i>
GCC 3.1	The language of the Contract documents is ENGLISH The law that applies to the Contract is the Kenyan Law .
GCC 5.1	The Project manager <i>may</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: N/A
GCC 9.1	Key Personnel GCC 9.1 is replaced with the following:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. • Site Agent/Site manager • Foreman • Structural Engineer • Surveyor • Electrical Technician • Mechanical Technician • Safety and Health Officer • Mason • Pipe fitter • Welder • Plant operator NOTE: Unskilled labour should be local local
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: Kshs. 100,000 (b) For loss or damage to Equipment: Kshs. 100,000 (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: Kshs. 50,000 (d) for personal injury or death: (i) of the Contractor's employees: Kshs. 100,000 (ii) of other people: Kshs. 100,000
GCC 14.1	Site Data are: The Bidder shall conduct own site inspections and investigations
GCC 20.1	The Site Possession Date(s) shall be: <i>On the date of site handover.</i>
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: Chartered Institute of Arbitrators (Kenya Chapter) Persons appointed jointly from a list of three names recommended by the Kenya Chapter of the Chartered Institute of Arbitrators, P.O. Box 50163 -0200 Nairobi, on request by the Project Manager Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: Kshs. 2500 Types of reimbursable expenses to be paid to the Adjudicator include: the reimbursable expenses shall include: travelling, accommodation, report writing and communication expenses. (a) Travelling expenses (b) accommodation expenses (c) report production and mailing expenses (d) communication expenses Arbitration will take place at Nairobi in accordance with the current rules and regulations published of the Chartered Institute of Arbitrators (Kenya Chapter)
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within <i>Seven (7)</i> days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is 7 days. The amount to be withheld for late submission of an updated Program is : Kshs One

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Hundred Thousand (100,000).
C. Quality Control	
GCC 34.1	The Defects Liability Period is: 183 days.
D. Cost Control	
GCC 38.9	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be __0__%
GCC 40.1	Payments KACWASCO will mutually agree with the successful bidder on the payment installments during negotiations basing on the approved work plan provided by the bidder before signing of the contract.
GCC 44.1	The currency of the Procuring Entity's Country is: Kenya Shillings
GCC 45.1	The Contract is not subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients does not apply.
GCC 46.1	The proportion of payments retained is: 10 % of value of works of Interim Payment Certificate'
GCC 47.1	The liquidated damages for the whole of the Works are 0.1% per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the contract sum.
GCC 48.1	The Bonus for the whole of the Works is N/A per day. The maximum amount of Bonus for the whole of the Works is N/A of the final Contract Price.
GCC 49.1	The Advance Payments shall be: N/A
GCC 50.1	The Performance Security amount is 10% of the tender sum (a) Performance Security – Bank Guarantee: in the amount(s) of 10 percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount. (b) Performance Security – Performance Bond: in the amount(s) of 10 percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
E. Finishing the Contract	
GCC 56.1	The date by which operating and maintenance manuals are required is Not applicable The date by which “as built” drawings are required is within 30 days after taking over of completed project. .
GCC 56.2	The amount to be withheld for failing to produce “as built” drawings by the date required in GCC 58.1 is Kshs. Two hundred and fifty thousand Only (250,000).
GCC 57.2 (g)	The maximum number of days is: 30 days <i>[insert number; consistent with Clause 47.1 on liquidated damages]</i> .
GCC 58.1	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% of the value of work not completed.

FORM No 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer's Authorized Representative

- i) Name: *[insert Authorized Representative's name]*
- ii) Address: *[insert Authorized Representative's Address]*
- iii) Telephone: *[insert Authorized Representative's telephone/fax numbers]*
- iv) Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2. Date of transmission: *[email]* on *[date]* (local time)

This Notification is sent by (Name and designation) _____

3. Notification of Intention to Award

- i) Procuring Entity: *[insert the name of the Procuring Entity]*
- ii) Project: *[insert name of project]*
- iii) Contract title: *[insert the name of the contract]*
- iv) Country: *[insert country where ITT is issued]*
- v) ITT No: *[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

i) Name of successful Tender _____

ii) Address of the successful Tender _____

iii) Contract price of the successful Tender Kenya Shillings _____ (in words _____)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

SNo	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - i) Attention: *[insert full name of person, if applicable]*
 - ii) Title/position: *[insert title/position]*
 - ii) Agency: *[insert name of Procuring Entity]*
 - iii) Email address: *[insert email address]*
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: *[insert full name of person, if applicable]*
 - ii) Title/position: *[insert title/position]*
 - iii) Agency: *[insert name of Procuring Entity]*
 - iv) Email address: *[insert email address]*
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website info@ppra.go.ke or complaints@ppra.go.ke.
You should read these documents before preparing and submitting your complaint.
- e) There are four essential requirements:
 - i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.

- ii) The complaint can only challenge the decision to award the contract.
- iii) You must submit the complaint within the period stated above.
- iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

- i) DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

Signature: _____ **Name:** _____

Title/position: _____ **Telephone:** ____ **Email:** _____

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box No..... Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

FORM NO 3: LETTER OF AWARD

[letterhead paper of the Procuring Entity] [date]

To: *[name and address of the Contractor]*

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by (*name of Procuring Entity*).

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring Entity.....

Attachment: *Contract Agreement*.....

FORM NO 4: CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20____, between _____ of _____ (hereinafter “the Procuring Entity”), of the one part, and _____ of _____ (hereinafter “the Contractor”), of the other part:

WHEREAS the Procuring Entity desires that the Works known as _____ should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents 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 Letter of Tender
 - c) the addenda Nos _____ (if any)
 - d) the Special Conditions of Contract
 - e) the General Conditions of Contract;
 - f) the Specifications
 - g) the Drawings; and
 - h) the completed Schedules and any other documents forming part of the contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity 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 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 hereto have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year specified above.

Signed and sealed by _____ (for the Procuring Entity)

Signed and sealed by _____ (for the Contractor).

FORM NO. 5 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[insert name and Address of Procuring Entity]* **Date:** _____

_____ *[Insert date of issue]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with (name of Procuring Entity) _____ (the Procuring Entity as the Beneficiary), for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the Day of, 2.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[Name of Authorized Official, signature(s) and seals/stamps].

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

FORM No. 6 - PERFORMANCE SECURITY

[Option 2– Performance Bond]

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Procuring Entity]* **Date:** _____
_____ *[Insert date of issue].*

PERFORMANCE BOND No.: _____

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Obligee (hereinafter called “the Procuring Entity”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the _____ day of _____, 20, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1) complete the Contract in accordance with its terms and conditions; or
 - 2) obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - 3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day _____ of _____ 20_____.

SIGNED ON _____ on behalf of By ____ in the capacity of In the
presence of

SIGNED ON _____ on behalf of By ____ in the capacity of In the
presence of

FORM NO. 7 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[Insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: _____ *[Insert guarantee reference number]* **Guarantor:** _____

_____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (in words) is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words) ¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____.
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ____ day of _____, 2², whichever is earlier. Consequently, demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.

²Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM NO. 8 - RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ [Insert name and Address of Procuring Entity]

Date: _____ [Insert date of issue]

Advance payment guarantee no. [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that _____ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Contractor") has entered into Contract No. _____ [insert reference number of the contract] dated _____ with the Beneficiary, for the execution of _____ [insert name of contract and brief description of Works] (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of [insert the second half of the Retention Money] is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] _____ ([insert amount in words _____])¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number _____ at _____ [insert name and address of Applicant's bank].
5. This guarantee shall expire no later than the Day of, 2.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.

²Insert a date that is twenty-eight days after the expiry of retention period after the actual completion date of the contract. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

- Directly or indirectly holding 25% or more of the shares.*
- Directly or indirectly holding 25% or more of the voting rights.*
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.: _____ [insert identification no]

Name of the Assignment: _____ [insert name of the assignment] to:
_____ [insert complete name of Procuring Entity]

In response to your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I) We hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]"

Name of the Tenderer:*[insert complete name of the Tenderer]_____

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of..... [Insert month], [insert year]

