Nairobi City Water and Sewerage Company Limited

ISO 9001:2015 Certified

+254 703 080 000
info@nairobiwater.co.ke
www.nairobiwater.co.ke
Kampala Road
P. O. Box 30656-00100
Nairobi, Kenya

TENDER NO. NCWSC/22/2026

PROPOSED CONSTRUCTION OF BOUNDARY WALL FOR NGE'THU TREATMENT PLANT AND LOWER STAFF QUARTERS (RESERVED FOR YOUTH, WOMEN AND PERSONS WITH DISABILITY)

OCTOBER, 2026

CLOSING DATE: FRIDAY, 6TH NOVEMBER, 2026

CLOSING TIME: 12:00 NOON

Board of Directors:
Arnold Karanja (Chairman), Dr. Mumbi Ngaru,EBS (ViceChair), N.C.C. C.O. Finance, N.C.C. C.O. Water & Sewerage, Robow Hassan, Cedric Alaro, Muthoni Wamuiya, Johnstone Mukabwa, Taurayi Railla, Martin Nang'ole (Managing Director)

NAIROBI CITY WATER & SEWERAGE COMPANY LTD.

KAMPALA RD, P. O. BOX 30656-00100, NAIROBI, KENYA

PROPOSED CONSTRUCTION OF BOUNDARY WALL FOR NGE'THU TREATMENT PLANT AND LOWER STAFF QUARTERS (RESERVED FOR YOUTH, WOMEN AND PERSONS WITH DISABILITY)

1) **NAME AND CONTACT ADDRESSES OF PROCURING ENTITY**

Name: **NAIROBI CITY WATER & SEWERAGE COMPANY LTD**

Address: **P. O. Box 30656-00100**

Email address: **tenders@narobiwater.co.ke**

2) **Invitation to Tender (ITT) No.: NCWSC/22/2026**

3) **Tender Name: Proposed Construction of boundary wall for Nge'thu Treatment Plant and Lower Staff Quarters (Reserved for Youth, Women And Persons With Disability).**

INVITATION TO TENDER

NAIROBI CITY WATER & SEWERAGE COMPANY LTD

1. The **NAIROBI CITY WATER & SEWERAGE COMPANY LTD** invites sealed tenders for the construction **of PROPOSED CONSTRUCTION OF BOUNDARY WALL FOR NGE'THU TREATMENT PLANT AND LOWER STAFF QUARTERS (RESERVED FOR YOUTH, WOMEN AND PERSONS WITH DISABILITY).**

2. Tendering will be conducted under open competitive method National open competitive method 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 at the address given below.

4. A complete set of tender documents may be obtained electronically from the Website www.nairobiwater.co.ke and tenders.go.ke. Tender documents obtained electronically are free of charge.

5. Tender documents may be viewed and downloaded for free from the website www.nairobiwater.co.ke and tenders.go.ke. Tenderers who download the tender document must forward their particulars immediately to *tenders@nairobiwater.co.ke* to facilitate any further clarification or addendum.

6. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for 210 days from the date of opening of tenders.

7. All Tenders shall not be accompanied by a "tender Security"

8. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

9. Completed tenders must be delivered to the address below on or before **Friday, 6th November, 2026, *12:00noon***. Electronic Tenders *will not* be permitted.

10. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and times pecified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

11. Late tenders will be rejected.

12. The addresses referred to above are:

A. **Address for obtaining further information and for purchasing tender documents**

Supply Chain Manager.
Nairobi City Water & Sewerage Company Ltd
Kampala Road, off Enterprise Road
P O Box 30656-00100
Tel. 254 703 080403
Nairobi, Kenya
E-mail: tenders@nairobiwater.co.ke
Website: www.nairobiwater.co.ke

B. **Address for Submission of Tenders.**

For Managing Director
Nairobi City Water & Sewerage Company Ltd
Kampala Road, off Enterprise Road
P O Box 30656-00100
Tel. 254 703 080403
Nairobi, Kenya
E-mail: tenders@nairobiwater.co.ke
Website: www.nairobiwater.co.ke

C. **Address for Opening of Tenders.**

Nairobi City Water & Sewerage Company Ltd
Kampala Road, off Enterprise Road
P O Box 30656-00100-00100
Tel. 254 703 080403
Nairobi, Kenya
E-mail: tenders@nairobiwater.co.ke
Website: www.nairobiwater.co.ke

Name; Martin Nang'ole

Designation; Managing Director

Signature;

Date 23.10.2026

PART1: TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A GENERALPROVISIONS

1. Sope 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 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

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. 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.

3. EligibleTenderers

3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.8, or an individual 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. 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. 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. The maximum number of JVmembers 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:

a) Directly or indirectly controls, is controlled by or is under common control with another tenderer; or

b) Receives or has received any direct or indirect subsidy from another tenderer; or

c) Has the same legal representative as another tenderer; or

d) 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 goods or 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 a consultant for 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 personal elationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and:

   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) may 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 incorrupt, coercive, obstructive or fraudulent practice. A tenderer that is proven to have been involved in 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. 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. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender.

3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates inconformity 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 A 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 A Tenderer that is a state-owned enterprise or a public institution in Kenya may be eligible to tender and be awarded a Contract(s) only if it is determined by the Procuring Entity to meet the following conditions, i.e. if it is:

i) A legal public entity of 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 Firms and individuals shall be ineligible if their countries of origin are:

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, local subcontracts and labor) from citizen suppliers and contractors. To this end, a foreign tenderer shall provide inits 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 for this purpose in *"SECTION III-EVALUATION AND QUALIFICATION CRITERIA, Item 9"*.

3.11 Pursuant to the eligibility requirements of ITT4.10, 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.

4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance or valid tax 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 ineligible under ITT3.9. 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 and inspect 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 up on 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 examination and 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 ITT10.

PART 1:
Tendering Procedures
Section I: Instructions to Tenderers
Section II: Tender Data Sheet (TDS)

Section III: Evaluation and Qualification Criteria Section IV: Tendering Forms

PART 2:
Works' Requirem ens Section V: Bills of Quantities
Section VI: Specificatio ns Section VII: Drawings

PART3: **Conditions of Contract and Contract Forms** Section VIII: General Conditions (GCC)
Section IX: Particular Conditions of Contract
Section X: Contract Forms

6.2 The Invitation toTender Notice 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 a pre-arranged site visit and those of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

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

7. Clarification of Tender Document, Site Visit, Pre-Tender Meeting

7.1 ATenderer 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 if provided for in accordance with ITT 7.2. 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 p**rior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender D documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so 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 following the procedure under ITT 8 and ITT 22.2.

7.2 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) of the required contracts and obtain all information that may benecessary for preparing a tender. The costs of visiting the Site shall be at theTenderer's own expense. The Procuring Entity shall specify in the **TDS** if a pre- arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.3 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.

7.4 Minutes of a pre-arranged site visit and those of the pre-tender meeting, 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 theTender Documents. Minutes shall not identify the source of the questions asked.

7.5 The Procuring Entity shall also promptly publish anonymized (*no names*)

Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting 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. Non-attendance at the pre-arranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.

8. Amendment of Tender Documents

8.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tender Documents by issuing addenda.

8.2 Any addendum issued shall be part of the Tender Documents and shall be communicatedinwritingtoall whohave obtained the Tender Documents from the Procuring Entity. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's website in accordance with ITT 7.5.

8.3 To give Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity should extend the deadline for the submission of Tenders, pursuant to ITT 22.2.

C. PREPARATION OF TENDERS

9. Cost of Tendering

The Tenderer shall meet 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.

10. LanguageofTender

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.

11. Documents Comprising the Tender

11.1 The Tender shall comprise the following:

a) Form of Tender prepared in accordance with ITT 12;
b) Schedules including priced Bill of Quantities, completed inaccordance with ITT 12 and ITT 14;
c) Tender Security or Tender-Securing Declaration, in accordance with ITT 19.1;
d) Alternative Tender, if permissible, in accordance with ITT 13;

e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.3;
f) Qualifications: documentary evidence in accordance with ITT 17 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
g) Conformity: a technical proposal in accordance with ITT 16;
h) Any other document required in the **TDS**.

11.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement enteredinto 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 JV Agreement. Change of membership and conditions of the JV prior to contract signature will render the tender liable for disqualification.

12. Form of Tender and Schedules

12.1 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. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

12.2 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.

13. Alternative Tenders

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

13.2 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.

13.3 Except as provided under ITT13.4 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, technicalspecifications, 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.

13.4 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.

14. Tender Prices and Discounts

14.1 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.

14.2 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.

14.3 The price to be quoted in the Form of Tender, in accordance with ITT 12, shall be the total price of the Tender, including any discounts offered.

14.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 12

14.5 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, exceptin 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.

14.6 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 14.4, provided the Tenders for all lots (contracts) are opened at the same time.

14.7 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.

15. Currencies of Tender and Payment

15.1 The currency (ies) of the Tender and the currency (ies) of payments shall be the same.

15.2 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) A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya (referred to as "the foreign currency requirements") shall (if so allowed in the **TDS**) indicate in the Appendix to Tender the percentage(s) of the Tender Price (excluding Provisional Sums), needed by the Tenderer for the payment of such foreign currency requirements, limited to no more than two foreign currencies.

b) The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Tenderer in the Appendix to Tender and shall be based on the exchange rate provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening. Such exchange rate shall apply for all foreign payments under the Contract.

15.3 Tenderers may be required by the Procuring Entity to justify, to the Procuring Entity's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Tender are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided byTenderers.

16. Documents Comprising the Technical Proposal

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.

17. Documents Establishing the Eligibility and Qualifications of theTenderer

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

17.2 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.

17.3 If a margin of preference applies as specified in accordance with ITT33. 1, national tenderers, individually or in joint ventures, applying for eligibility fornational preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.

17.4 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 particular contract or 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, orapossibility of collusion between tenderers, and there by help to prevent any corrupt influence in relation to the procurement process or contract management.

17.5 The purpose of the information described **in ITT 17.2** 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.

17.6 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 6.4. 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.

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

17.8 If a tenderer fails to submit the information required by these requirements, its tenderer 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.

17.9 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 on going, 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.

17.10 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 17.8 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 tender.

18. Period of Validity of Tenders

18.1. Tenders shall remain valid for the Tender Validity period specified in the **TDS**. The Tender Validity periodstarts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance

with ITT 22). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

18.2 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 19, 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 their quest shall not be required or permitted to modify its Tender.

19. Tender Security

19.1 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.

19.2 If a Tender Security is specified pursuant to ITT19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:

i) cash;
ii) a bank guarantee;
iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya, from a reputable source, and an eligible country.

19.3 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 18.2.

19.4 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.

19.5 If a Tender Security is specified pursuant to ITT 19.1, 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 non-responsive or a bidder declines to extend tender validity period.

19.6 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**.

19.7 The Tender Security may be forfeited or the Tender-Securing Declaration

executed:

a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension there to provided by the Tenderer; or

b) if the successful Tenderer fails to:

i) sign the Contract in accordance with ITT 47; or

ii) furnish a Performance Security and if required in the **TDS**, and any other documents required in the **TDS.**

19.8 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.

19.9 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 SecurityortheTender-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.

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

20. Format and Signing of Tender

20.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE." Inaddition, 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.

20.2 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.

20.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall besigned 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 bye ach 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.

20.4 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 so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

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

D. SUBMISSION AND OPENING OF TENDERS

21. Sealing and Marking of Tenders

21.1 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 describedinITT11; 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 13, 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-ALTERNATIVETENDER", 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.

21.2 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 were misplaced or opened prematurely will not be accepted.

22. Deadline for Submission of Tenders

22.1 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**.

22.2 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.

23. Late Tenders

The Procuring Entity shall not considerany Tender that arrives after the deadline for submission of tenders, in accordance with ITT 22. 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.

24. Withdrawal, Substitution, and Modification of Tenders

24.1 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 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of theTender must accompany the respective written notice. All notices must be:

a) prepared and submitted in accordance with ITT 20 and ITT 21 (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 22.

24.2 Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to theTenderers.

24.3 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.

25. Tender Opening

25.1 Except in the cases specified in ITT 23 and ITT 24.2, 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 and anyone who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 22.1, shall be as specified in the **TDS.**

25.2 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 attender opening.

25.3 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.

25.4 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.

25.5 Next, all remaining envelopes shall be opened on eata 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.

25.6 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 Bill of Quantities (to be decided on by the tender opening committee) are to be initialed by the members of the tender opening committee attending the opening.

25.7 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 23.1).

25.8 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.

25.9 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 tender opening register shall be issued to a tenderer upon request.

E. Evaluation and Comparison of Tenders

26. Confidentiality

26.1 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 43.

26.2 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.

26.3 Notwithstanding ITT 26.2, 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.

27. Clarification of Tenders

27.1 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 31.

27.2 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.

28. Deviations, Reservations, and Omissions

28.1 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.

29. Determination of Responsiveness

29.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of thetender itself, as defined in ITT 11.

29.2 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.

29.3 The Procuring Entity shall examine the technical aspects of the tender submitted in accordance with ITT 16, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

29.4 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.

30. Non-material non-conformities

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

30.2 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 of time, to rectify nonmaterial non- conformities in the tender related to documentation requirements. Requesting information or documentationon 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.

30.3 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.**

31. Arithmetical Errors

31.1 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 anyway by any person or entity.

31.2 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, sub total 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

31.3 Tenderers shall be notified of any error detected in their bid during the notification of award.

32. Conversion to Single Currency

For evaluation and comparison purposes, the currency (ies) of the Tender shall be converted into a single currency **as specified in the TDS**.

33. Margin of Preference and Reservations

33.1 A margin of preference may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.

33.2 A margin of preference shall not be allowed unless it is specified so in the **TDS**.

33.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 33.4.

33.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and 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 or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

34. Nominated Subcontractors

34.1 **Unless** otherwise stated **in the TDS,** the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected/nominated by the Procuring Entity. Incase the Procuring Entity nominates a subcontractor, the subcontract agreement shall be signed by the Subcontractor and the Procuring Entity. The main contract shall specify the working arrangements between the main contractor and the nominated subcontractor.

34.2 Tenderers may propose subcontracting upto 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.

34.3 Domestic 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 so 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.

35. Evaluation of Tenders

35.1 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 Lowest Evaluated Tender in accordance with ITT 40.

35.2 To evaluate a Tender, the Procuring Entity shall consider thefollowing:

a) Price adjustment in accordance with ITT 31.1(iii); excluding provisional sums and contingencies, if any, but including Day work items, where priced competitively;

b) Price adjustment due to discounts offered in accordance with ITT 14.4;

c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 32;

d) price adjustment due to quantifiable non material non-conformities in accordance with ITT 30.3; and

e) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

35.3 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 intender evaluation.

35.4 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36. Comparison of Tenders

The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37. Abnormally Low Tenders

and Abnormally High Tenders

Abnormally Low Tenders

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of theTender, 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.

37.2 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 theTender document.

37.3 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.

Abnormally High Tenders

37.4 An abnormally high tender 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.

37.5 Incase of an abnormally high 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.

37.6 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.

38. Unbalanced and/or Front-Loaded Tenders

38.1 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.

38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entitymayasappropriate:

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 10% 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,

39. Qualifications of the Tenderer

39.1 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.

39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17. 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 theTender document), or any other firm(s) different from theTenderer.

39.3 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.

40. Lowest Evaluated Tender

Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest 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 theTender document; and
b) The lowest evaluated price.

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

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 there by incurring any liability to Tenderers. Incase of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. AWARD OF CONTRACT

42. Award Criteria

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

43. Notice of Intention to enter into a Contract

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 stand still period;

44. Stand still Period

42.1 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.

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

45. Debriefing by the Procuring Entity

45.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

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

46. Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specifiedin 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.

47. Signing of Contract

47.1 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.

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

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

48. Performance Security

48.1 Within twenty-one (21) days of the receipt of the Letter of Award 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 38.2 (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.

48.2 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.

48.3 Performance security shall not be required for contract sestimated to cost less than the amount specified in the Regulations.

49. Publication of Procurement Contract

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 containthe 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.

50. Procurement Related Complaint and Administrative Review

50.1 The procedures for making Procurement-related Complaints shall be specified in the **TDS.**

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.

Reference to ITC Clause	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**
A. General	
ITT 1.1	The name of the contract Is ***Proposed Construction of boundary wall for Nge'thu Treatment Plant and Lower Staff Quarters (Reserved For Youth, Women And Persons With Disability).*** The reference number of the Contract is **NCWSC/22/2026.**
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: **N/A**
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: ***No JV is allowed.***
B. Contents of Tender Document	
ITT 7.1	(i) The Tenderer will submit any request for clarifications in writing at the Address tenders@nairobiwater.co.ke to reach the Procuring Entity not later than 3 days to opening (ii) The Procuring Entity shall publish its response at the website www.nairobiwater.co.ke and tenders@nairobiwater.co.ke.
ITT 7.2	(A) A pre-arranged madatory pretender site visit *shall* take place at the following date, time and place: **Date: Friday 30th October, 2026.** **Time: 10:00 am.** **Meeting Point: Nairobi City Water & Sewerage Company Ltd Kampala Rd Hq**
ITT 7.3	The Tenderer will submit any questions during the site visit or 3 days to the closing date of the tender.
ITT 7.5	The Procuring Entity's website where Minutesof the site/pre bid will be published is www.nairobiwater.co.ke and tenders@nairobiwater.co.ke. and nairobiwater.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: Nairobi City Water & Sewerage Company Ltd Kampala Road, off Enterprise Road P O Box 30656-00100 Tel. 254 703 080403 Nairobi, Kenya E-mail: tenders@nairobiwater.co.ke Website: www.nairobiwater.co.ke.
C. Preparation of Tenders	
ITT 11.1 (h)	The Tenderer shall submit the following additional documents in its Tender: ***Refer to the attached evaluation and technical criteria***
ITT 13.1	Alternative Tenders ***"shall not be"*** considered.
ITT 13.2	Alternative times for completion ***"shall not be"*** permitted.
ITT 14.5	The prices quoted by the Tenderer shall be: ***"fixed"***

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 15.2 (a)	Foreign currency requirements **not allowed.**
ITT 18.1	The Tender validity period shall be **210 days.**
ITT 18.3	(a) The Number of days beyond the expiry of the initial tender validity period will be 30 days. (b) The Tender price shall be adjusted by the following percentages of the tender price: **N/A**
ITT 19.1	A *Tender Security* ***shall not be*** required
ITT 20.1	In addition to the original of the Tender, the number of copies is: ***1 copy***
ITT 20.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: ***The Power of Attorney***
D. Submission and Opening of Tenders	
ITT 22.1	(A) For Tender submission purposes only, the Procuring Entity's address is: Nairobi City Water & Sewerage Company Ltd Kampala Road, off Enterprise Road P O Box 30656-00100 Tel. 254 703 080403 Nairobi, Kenya E-mail: tenders@nairobiwater.co.ke Website: www.nairobiwater.co.ke. Date and time for submission of Tenders: **Friday, 6th November, 2026** at the Tender Box at Nairobi City Water and Sewerage Company Ltd, on the first floor, Administration Block. (C) Tenders **shall not submit** tenders electronically.
ITT 25.1	The Tender opening shall take place at the time and the address for Opening of Tenders provided below: (1) **Nairobi City Water & Sewerage Company Ltd** (2) **Kampala Road, off Enterprise Road** **(3) Tender Box at Nairobi City Water and Sewerage Company Ltd, on the first floor, Administration Block** (4) State date and time of tender opening **Friday, 6th November, 2026 at 12:00 Noon**
E. Evaluation, and Comparison of Tenders	
ITT 30.3	The lowest evaluated bidder will be awarded the tender.
TT 32.1	The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: _____**Kenya Shillings**_____
ITT 33.2	A margin of preference ***"shall not"*** apply.
ITT 33.4	The invitation to tender is extended to the following group that qualify for Reservations _____**N/A**_____
ITT 34.1	At this time, the Procuring Entity ***"does not intend"*** to execute certain specific parts of the Works by subcontractors selected in advance.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 34.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: __***N/A***_____*% of the total contract amount*. Tenderers planning to subcontract more than 10% of total volume of work shall specify, in the Form of Tender, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.
ITT 34.3	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 35.2 (e)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
ITT 48.1	There are no other documents required in addition to the Performance Security.
ITT 50.1	The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also 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: ***Supply Chain Manager*** Title/position: ***Supply Chain Manager*** Procuring Entity: ***NAIROBI CITY WATER & SEWERAGE COMPANY LTD*** Email address*:* ***tenders@nairobiwater.co.ke*** In summary, a Procurement-related Complaint may challenge any of the following (among others): (i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1.0 GENERAL PROVISIONS

1.1 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 shall use **the Standard Tender Evaluation Document for Goods and Works** for evaluatingTenders.

1.2 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.

(a) 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.

1.3 EVALUATION AND CONTRACT AWARD CRITERIA

TheProcuring 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.

2.0 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 mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. 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 non- responsive and will not be considered further.

PRELIMINARY EVALUATION (All Are Mandatory)

1. Bidders shall prepare and submit two copies (marked clearly "**ORIGINAL BID**" and "**COPY BID**".
2. Written confirmation on Bidder's Letter Head that the Bidder has not been Debarred as a Supplier, Contractor, Service Provider or Consultant for Goods, Works or Services in Kenya; and that the Bidder is Eligible to participate in Procurement.
3. Statement on the Bidder's Letter Head declaring that if selected, the Bidder **shall not** be involved in Corruption as per the forms in the tender document.
4. Tender declaration form dully filled.
5. Data subject consent form duly filled.
6. Certificate of Registration in a target group issued by the National Treasury (attach relevant AGPO registration certificates).
7. Attach Copy of Current Valid Tax Compliance Certificate.
8. Attach copies Identification Cards/Passport for the company Directors.
9. The Form of Tender must be duly completed, signed, and stamped in the format provided in this Bid Document and on the bidder's letterhead.
10. BOQ duly completed (Bidders are required to fill on the provided BOQ as a

Mandatory requirement for Uniformity during Evaluation).

11. All Financial Alterations (if any) must be countersigned by the Bidder.
12. Confidential Business Questionnaire must be duly filled, signed and stamped.
13. Attach of Copy of Valid Certificate of Incorporation/Registration. For Companies, a valid CR12 (dated within the last 3 months) shall be submitted)
14. Attach copies Identification cards/passports of directors in case of sole proprietors / partnerships
15. Attach Copy of Current Valid Compliance Certificate to S.H.A.
16. Attach Copy of Current Valid Compliance Certificate to N.S.S.F.
17. Declaration of Having/Not Having any past or current Litigation or Arbitration proceedings in which the Bidder is/was involved as one of the parties.
18. Evidence of Financial Resources (lines/letter of credit) equal or above Ksh.10 million from a Bank or Cash in Account (Account statement to be certified as true copy by commissioner of oaths).
19. Audited accounts for the last two financial years. (NB: Bidders must clearly indicate the Auditor's ICPAK practicing license registration number in the audited financial statements report).
20. Submit a written Power of Attorney, duly signed and stamped.
21. Must attend the Mandatory Site Visit and attach duly filled Site Visit Certificate.
22. Bidders must Stamp every Page of their Document with Official Rubber Stamp for Ownership including and not Limited to ALL Attachments etc.
23. Bidders must Chronologically Serialize ALL Pages of their Document NUMERICALLY (i. e 1, 2, 3.....) up to the last page including ALL Attachments.
24. Submit Authority to Seek References from the Bidder's Bankers and ALL References submitted in their Document.
25. The Original Bid Document issued by NCWSC shall be returned as part of the Tender Document. Bidders must submit all the pages of the Bid document as issued without altering the content therein.
26. Documents submitted should be Spiral or Vero bound and not loose papers (Documents submitted as loose papers will be Disqualified).
27. Bid document issued by NCWSC and FORMS attached to be duly completed, signed and stamped.
28. Attach a copy of current County Business Permit to engage as a Contractor
29. Attach copy of the Drawings issued by NCWSC.

    A firm lacking in any of the above details shall be dropped at this stage and shall not be progressed to the Technical Evaluation stage.

TECHNICAL EVALUATION STAGE (All Are Mandatory)

1. Experience of at least five (5) civil works projects, of which three (3) must be in water and sewer works, undertaken within the last five years. Provide a list of the projects and the clients' contacts who may be contacted for further information on these contracts. The bidder must demonstrate that they have undertaken similar assignments in value and nature within the last five years. Evidence in the form of letters of award and completion certificates from the respective authorities shall be submitted.
2. Evidence of items of Construction Equipment owned or to be leased. (Schedule of relevant Machines like excavator, concrete mixer, compressor, tipper, pick-up, compactor, concrete vibrator, water pump, level machine).
3. Qualifications and Experience of Key Site Management and Technical Personnel proposed for the Contract; indicating their Technical Capability. Attach CV's and Qualification Certificates.

   Site Manager – Minimum Higher Diploma in Building & Construction/ Civil Engineering or equivalent and five years' experience.

   Land Surveyor – Minimum Diploma in Survey or equivalent field and five years' experience.
4. The bidder **MUST** declare previous engagements with the Company and their performance. Any bidder with documented evidence of non-performance shall be disqualified.
5. Submit Affirmation Letter of availability of proposed personnel for this project.

6. Be a registered Contractor National Construction Authority (NCA) 5 for Water or above issued by the NCA and copy of the current registration and practicing license certificate must be submitted with this bid.
7. Attach Letter of Completion period for this Assignment.
8. Submit a Draft program of Works in the form of a Bar Chart.

A firm lacking in any of the above details shall be dropped at this stage and shall not be progressed to the Financial Evaluation stage

3.0 TENDER EVALUATION (ITT 35)

Price evaluation: in addition to the criteria listed in ITT 35.2 (a) – (d) the following criteria

shall apply:

(i) Alternative Completion Times, if permitted under ITT13.2, will be evaluated as follows: .....

(ii) Alternative Technical Solutions for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows.....

(iii) Other Criteria; if permitted under ITT 35.2(j):.....

FINANCIAL EVALUATION STAGE

The lowest evaluation bidder shall be awarded the contract.

NB: Bidders with abnormally low or abnormally high BOQ rates shall be considered non-responsive (abnormally low or abnormally high in relation to the budget).

4.0 MULTIPLE CONTRACTS N/A

4.1 Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and a lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1 N/A

(i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.

If a tenderer wins more than one Lot, the tender will be awarded a contract for all won Lots, provided the tenderer meetstheaggregate Eligibility and Qualification Criteria for all the won Lots. The tenderer will be awarded only the combinations for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

OPTION2 N/A

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combination with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combination provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

5.0 ALTERNATIVE TENDERS (ITT 13.1) N/A

Alternative Tenders (ITT 13.1) N/A

Analternative if permitted under ITT 3.1, will be evaluated as follows:

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2 - Works requirements. Only the technical alternatives, if any, of the Tenderer with the Best

Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

6.0 MARGIN OF PREFERENCE N/A

6.1 If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of share holding of Kenyan citizensis less than fifty- one percent (51%).

6.2 Contractors 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 particular contractor or group of contractors qualifies for a margin of preference.

6.3 After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:

i) *Group A:* tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).

ii) *Group B:* tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).

6.4 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award of contract. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 6.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected foraward. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

7. Post qualification and Contract ward (ITT 39), more specifically,

a) In case the tender <u>was subject to post-qualification</u>, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.

b) Incase the tender <u>was not subject to post-qualification</u>, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to <u>meeting each of the following conditions</u>.

i) 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 of Kenya Shillings <u>50 million.</u>

ii) Minimum <u>average</u> annual construction turnover of Kenya Shillings 50 million, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last one year.

Atleast five of contract(s) of a similar nature executed within Kenya, or the East African Community or a broad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings 50 million equivalent.

iii) Contractor's Representative and Key Personnel, which are specified

iv) Contractors key equipment listed on the table “Contractor's Equipment” below and more specifically listed

iv) Other conditions depending on their seriousness.

a) **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 five *years*. The required information shall be furnished in the appropriate form.

b) Pending Litigation

Financialpositionandprospectivelong-termprofit ability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) LitigationHistory

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last

5 years. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or on going unde rits 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.

QUALIFICATION FORM*

1	2	3	*4*	*5*
Item No.	**Qualification Subject**	**Qualification Requirement**	***Document To be Completed by Tenderer***	***For Procuring Entity's Use (Qualification met or Not Met)***
1	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by Kenya Revenue Authority in accordance with ITT 3.14.	Attachment	
3	Conflict of Interest	No conflicts of interest in accordance with ITT 3.3	Form of Tender	
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.7	Form of Tender	
5	State- owned Enterprise	Meets conditions of ITT 3.8	Forms ELI – 1.1 and 1.2, with attachments	
6	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	
7	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1st January 2016.	Form CON-2	
8	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	
9	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	
10	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1st January *2016].*	Form CON – 2	
11	Financial Capabilities	(i) The Tenderer shall demonstrate that it has	Form FIN – 3.1, with	

1	2	3	4	5
Item No.	**Qualification Subject**	**Qualification Requirement**	***Document To be Completed by Tenderer***	***For Procuring Entity's Use (Qualification met or Not Met)***
		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 as Kenya Shillings *50 million* equivalent for the subject contract(s) net of the Tenderer's other commitments. (ii) The Tenderers 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. (iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last *two* years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.	attachments	
12	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings *50 million*, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last *two* years, divided by *one* year.	Form FIN – 3.2	
13	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 *five* years, starting 1st January 2016.	Form EXP – 4.1	
14	Specific Construction & Contract Management Experience	A minimum number of five 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 2016 and tender submission deadline i.e. .... (number) contracts, each of minimum value Kenya	Form EXP 4.2(a)	

1	2	3	*4*	*5*
Item No.	**Qualification Subject**	**Qualification Requirement**	***Document To be Completed by Tenderer***	***For Procuring Entity's Use (Qualification met or Not Met)***
		shillings..... equivalent.		

SECTION IV - TENDERING FORMS

QUALIFICATION FORMS

1. FOREIGN TENDERERS 40%RULE

Pursuant to ITT 3.9, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			

2. 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 fo ralternative 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	

3. FORM PER -1

Contractor's Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Re presentative 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:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
2.	**Title of position:** *[_____]*	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
3.	**Title of position:** *[_____]*	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
4.	**Title of position:** *[_____]*	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
5.	**Title of position:** *[insert title]*	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]

	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]

4. FORM PER - 2:

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

Name of Tenderer

Position [*#1*]: [*title of position from Form PER-1*]		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: *[language and levels of speaking, reading and writing skills]*	
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
[main project details]	*[role and responsibilities on the project]*	*[time in role]*	*[describe the experience relevant to this position]*

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:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*
Time commitment:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*

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): _____

5. TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION

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.

5.1 FORM ELI -1.1

Tenderer

InformationForm

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: *[indicate country of Constitution]*
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 1. 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.

5.2 FORM ELI -1.2

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

Date:_____

ITT No. andtitle:_____

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 3.5. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

53 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 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1. ☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1 ☐ Contract(s) withdrawn since 1st 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: _____	

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:	
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.			
[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]*

Include details relating to potential bid-rigging practices such as previous occasions where tenders were withdrawn, joint bids with competitors, subcontracting work to unsuccessful tenderers, etc.

5.4 FORM FIN – 3.1:

Financial Situation and Performance

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

5.4.1. 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)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

5.4.2 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		

5.4.3 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 statements[1] for the _____ years required above; and complying with the requirements

5.5 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.

5.6 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		

5.7 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					
No.	**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					

5.8 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: _____	

5.9 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:				

5.9 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:				

5.9 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	

5.10 FORM EXP - 4.2(b)

Construction Experience in Key Activities

Tenderer's Name: _____
Date: _____
Tenderer's JV Member Name: _____
Sub-contractor's Name[2] (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:				

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

2. Activity No. Two
3. ..... _____

[2] If applicable

OTHER FORMS

6. FORM OF TENDER

INSTRUCTIONS TO TENDERERS

i) The Tenderer must prepare this Form of Tender on ***Proposed Construction of boundary wall for Nge'thu Treatment Plant and Lower Staff Quarters (Reserved For Youth, Women And Persons With Disability)*** *with its letterhead clearly showing the Tenderer's complete name and business address.*

ii) Allitalicized 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 thisTender submission: ***Friday, 6th November, 2026 at 12.00 noon***

Request for Tender No.: ***NCWSC/22/2026 - Proposed Construction of boundary wall for Nge'thu Treatment Plant and Lower Staff Quarters (Reserved For Youth, Women And Persons With Disability)***

To: ***Nairobi City Water & Sewerage Company Ltd***

Dear Sir/Madam,

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[3] of Kenya Shillings [*[Amount in figures]* _____ Kenya Shillings *[amount in words]*_____

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineert 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 adhereby this tender until_____*[Insert date],* and it shall remain binding upon us and may be accepted at any time before that date.

4. We understand that you are not bound to accept the lowest or any tender you may receive.

5. We, the under signed, further declare that:

[3] *This sum should be carried forward from the Summary of the Bills of Quantities.*

a) No reservations: We have examined and have no reservations to the tender document, including Addenda issuedinaccordance with ITT 28;

b) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;

c) 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

d) 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: [***Proposed Construction of boundary wall for Nge'thu Treatment Plant and Lower Staff Quarters (Reserved For Youth, Women And Persons With Disability)***

e) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is

Amount in figures

.....

Amount in Words .....

f) Discounts: The discounts offered and the methodology for their application are: N/A

The discounts offered are: [*Specify in detail each discount offered.*]N/A

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*];N/A

g) 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;

h) Performance Security: If our Tender is accepted, we commit to obtaina Performance Security in accordance with the Tendering document;

i) One Tender Per Tender: Weare 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 sub-contractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;

j) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Engineer, 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.

k) 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 ITT3.8*];

l) 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.")

m) Binding Contract: We understand that this Tender, together with your written acceptance there of included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

n) 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;

o) Fraud and Corruption: We here by certify that we have taken steps to ensure that no personacting for us or on our behalf engages in any type of Fraud and Corruption; and

p) 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.

q) 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.

r) Beneficial Ownership Information: We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding

s) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:

a) Tenderer's Eligibility; Confidential Business Questionnaire - to establish we are no tin any conflict to interest.

(b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.

(a) Self-Declarationo f the Tenderer - to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

(d) 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:
.....

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:.....

Title of the person signing the Tender:
.....

Signature of the person named above:
.....

Date signed

.....
.....

Date signed_____dayof_____,_____

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

(a) Tenderer'sdetails

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	***Nairobi City Water & Sewerage Company***
2	Reference Number of the Tender	***NCWSC/22/2026 - Proposed Construction of boundary wall for Nge'thu Treatment Plant and Lower Staff Quarters (Reserved For Youth, Women And Persons With Disability).***
3	Date and Time of Tender Opening	**Friday, 6th November, 2026 *at 12:00noon***
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 (*postal and physical addresses, email, and telephone number*) 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 (*postal and physical addresses, email, and telephone number*) 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		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
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.		

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_____

Titleor Designation_____

_____ _____

(Signature) *(Date)*

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. 852 Kenya Subsidiary Legislation, 2020

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

b) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the_____ _____*[NAIROBI CITY WATER & SEWERAGE COMPANY]* for:_____***NCWSC/22/2026 - Proposed Construction of boundary wall for Nge'thu Treatment Plant and Lower Staff Quarters (Reserved For Youth, Women And Persons With Disability)*** *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:Icertify, on behalf of_____*[NameofTenderer]*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. Iamthe 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. TheTenderer 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) theTenderer 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;

   c) Inparticular, 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:prices;
   d) methods, factors or formulas used to calculate prices;
   e) the intentiono r decision to submit, or not to submit, a tender; or
   f) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuan tto paragraph (5)(b) above;

6. 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 toparagraph(5)(b) above;

7. Thetermsofthe 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, whichevercomesfirst, unless otherwise required byl aw 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 deponed to here in 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 theafore said Bidder, its servants and/oragents/subcontractorswillnotengageinanycorruptorfraudulent 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 here in 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 Procurementand Asset Disposal and my responsibilities under the Code.

I do here by 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.....

DATA SUBJECT CONSENT FORM

I hereby give explicit consent to collection, processing and storage of my personal data by Nairobi City Water and Sewerage Company Ltd, for purposes of tender processing / procurement purposes and in compliance with the Data Protection Act, 2019.

I also give consent to NCWSC to check with my references and Government Institutions for compliance with the information I have provided for purposes of this tender / Procurement process.

By signing below, I acknowledge that I understand that my personal data is protected under the Data Protection Act, 2019 and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I also understand that I may revoke this consent at any time in writing or not append my signature and by doing so my data cannot be used for any of the purposes stated above.

Data Subject Name **Date:**

_____ _____

Signature:

_____

(d) APPENDIX 1 - FRAUD AND CORRUPTION

1. Purpose

1.1 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.

2. Requirements

2.1 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.

2.2 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 as set 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 whohas 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 in to, take part in any decision relating to the procurement or contract; and

   c) shall not be a subcontract or for the tender to whom was awarded contract, or a member of the group of tenderers 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 conflictofinteresttotheprocuringentity;

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.

3. 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 setf orth 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 is representation, 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; “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;
iv) “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 processorthe 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 award[1] 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 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 inspect[2] 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 forTenders 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 onor 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]	*[Signature of the Guarantor]*
_____	_____
[Witness]	*[Seal]*

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

FORM OF TENDER - SECURING DECLARATION

[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 ourobligation(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 Iam /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 orstamp

Appendix toTender

Schedule of Currency requirements

Summary of currencies of theTender for_____*[insert name of Section of the Works]*

Name of currency	*Amounts payable*
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 - WORKS REQUIREMENTS

SECTION V - BILLS OF QUANTITIES

Units of Measurement - The following units of measurement and abbreviations shall be used, unless other national units are mandatory in Kenya.

Unit	Abbreviation	Unit	Abbreviation
cubic meter	m^3 *or* cu m	millimetre	mm
hectare	ha	month	mon
hour	h	number	nr
kilogram	kg	square meter	m^2 *or* sq m
lump sum	ls	square millimeter	mm^2 *or* sq mm
meter	m	week	wk
metric ton	t		

The Bills of Quantities shall be read in conjunction with the Instructions to Tenders, General and Special Conditions of Contract, Technical Specifications, and Drawings.

The quantities given in the Bills of Quantities are estimated and partly provisional and are given to provide a common basis for tendering. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineert and valued at the rates and prices tender in the priced.

Bills of Quantities, where applicable, and otherwise at such rates and prices as the Engineert may fix within the terms of the Contract.

The rates and prices tender in the priced Bills of Quantities shall, except in so far as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.

Arateorprice shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bills of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the ratesand prices entered for the related Items of Work.

General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bills of Quantities. References to the relevant sections of the Contract documents shall be made before entering prices agains teach item in the priced Bills of Quantities.

Provisional Sums and contingency sums included and so designated in the Bills of Quantities shall be expended in whole or in part at the direction and discretion of the Engineert in accordance with Sub-Clause13.5 and Clause 13.6 of the General Conditions of contract.

BILLS OF QUANTITIES

(a) Preambles

1. The method of measurement of completed work for payment shall be in accordance with ***[fidic law]***.

2. The Site is situated in **Ngethu treatment site.**

   It is approximately ***as per the BOQ*** Kilometers from Nairobi. Access to the site shall be through ***as per the BOQ***

   Which is an existing public road. Any damage caused to the surfaces of this road shall be made good at the Contractor's expense. The Contractor shall visit the site and acquaint itself with its nature and position, the nature of the ground, substrata and other local conditions, positions of existing power, water and other services, access roads or any other limitations that might affect his cost or progress. No claim for extras shall be considered on account of lack of knowledge in this respect.

3. The Contractor shall obtain the Engineert's approval on the siting of all temporary buildings, spoil heaps, temporary access path, and storage of materials. The Contractor shall also obtain the Engineert approval and direction regarding the use of any materials found on the Site.

4. The drawings used in the preparation of these Bills of Quantities can be inspected at the offices of the Procuring Entityor Procuring Entity's Representative during normal working hours. Two sets of the Working Drawings shall be provided to the contractor but additional copies shall be provided at a cost to be determined by the Engineer.

5. The Contractor shall allow for the payment of all bank charges in connection with the procurement of Bank Guarantees and stamp charges in connection with this contract Agreement.

6. The Contractor shall carry out the various sections of the Works in such an order as the Engineert May direct. The Procuring Entity reserves the right to occupy the Works by sections on completion provided that such occupation is considered to be both practical and reasonable and will not interfere with the Works. The Contractor shall allow any costs associated with such occupation.
7. The main Contractor will be fully responsible for paying his Sub-Contractor but the Procuring Entity reserves the right in very exceptional circumstances to make such payments direct in the interests of the project where the completion thereof might be jeopardized by any dispute or vicariousness between the Contractor and the Sub- Contractor involve.
8. The Contractor shall complete and deliver the Works in the period inserted in the Form of Tender as his time for completion of the Works from the date for Possession, to be agreed with the Engineer. The Contract Period is presumed to have been calculated making due allowance for seasonal inclement weather conditions. Noclaimfor extension of time due to the normal in clement weather for this area shall be entertained.

9. The Contractor shall, upon receiving instructions to proceed with the Works, draw up a Programme and Progress Chart setting out the order in which the Works are to be carried out, with the appropriate dates there of. This Chart shall be agreed with the Engineert and no deviation from the order set out in it will be permitted without the written consent of the Engineer. The Contractor will be responsible for arranging the above programme with all his sub-Contractors and Specialties. The Contractor shall allow in his rates for carrying out this exercise, and for updating it as required.

10. The Contractor shall submit to the Engineert on the first day of each week or such longer period as the Engineert from time to time direct, a Progress Report and any information for the proceeding period, showing the progress during the period and the up-to-date cumulative progresson all important items of each section or portion of the Works.

11. The Contractor shall arrange for photographs of the Site to be taken by a professional photographer approved by the Engineer.The Photographs shall provide a record of the Site and adjacent are as prior to the commencement of the Works and shall cover such portion of the works in progress and completion as the Engineert shall direct. All prints shall be full plate size, unmounted, and marked on the reverse side with the date of exposure, identification reference and brief description. The copyright of all photographs shall be vested in the Procuring Entity. The negatives and four prints from each negative shall be delivered to the Engineert within two weeks of exposure.

12. Figured dimensions are to be followed in preference to dimensions scaled from the Drawings, but whenever possible dimensions are to be taken on the Site or from the buildings. Before any work is commenced by Sub- Contractors or Specialist Firms, dimensions must be checked on the site comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.

13. Prior to commencement of any work the Contractor is to ascertain from the relevant Authorities the exact position, depth and level of all existing electric cables, waterpipes or other services in the are aand he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Engineert and the relevant Authority and shall be made good to their satisfaction at the Contractor's expense. Where appropriate the Contractor shall open up the ground in advance of the main work by hand digging if necessary, to locate precisely the position and details of the services which are likely to affect his operations.

14. The Contractor shall include in his prices for the transport of materials, workmen, etc./, to and from the site of the proposed works, at such hours and by such route as are permitted by the Authorities.

15. The Contractor will be required to make good, at his own expense and damage he may cause to the present road surface and pavements within or beyond the boundary of the Site, during the period of the works. All existing paths, storm water channels, etc., that may be destroyed or damaged during the progress of the Works shall be reinstated by the Contractor to the satisfaction of the Engineer.

16. The Contractor is to allow for complying with all instructions and regulations of the Police Authorities.

17. All water shall be fresh, clean and pure, free from earthly, vegetable or organic matter, acid or alkaline substance in solution. The Contractor shall provide at his own risk and cost all water for use in connection with the Works, (including works of sub–contractors). If need be, he shall make arrangements with the Local Water Authority for the installation of a separate meter for all water used by him throughout the Contract and pay all cost and fees in connection therewith. He shall also provide temporary storage tanks and tubing, etc., as may be necessary, and clear away at completion.

18. The Contractor shall provide all artificial lighting and power for his own use on the Works, (including Sub – Contractor's) including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection there with.

19. The Contractor shall constantly keep on the Works a Literate English-speaking Agent or Representative, competent and experienced in the kind of work involved, who shall giveh is whole time to the superintendence of the works. (Including works of sub – contractors). Such Agent or Representative shall receive on behalf of the Contractordirections and instruction from the Engineer, and such directions and instructions shall be deemed to be given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Engineer.

20. The Contractor shall ensure that the safety of his work people and all authorized visitors to the site are protected at all times. In particular, there shall be the proper provision of guard–rails to scaffolding, protection against falling materials, tools on site, dust, nail and other sharp objects. The site shall be kept tidy and clear of dangerous rubbish. The Engineert shall be empowered to suspend work on site should it be considered this condition is not being observed and no claim arising from such suspension will be allowed.

21. The are as available to the Contractor for workyards, offices and other facilities shall be directed by the Engineert and any existing features to remain shall be protected from damage

throughout the Contract Period and handed back in good condition when they are vacated at the end of the Contract. If additional areas are required, the contractorshallsourcethenatowncost.

22. The Contractor shall give the Engineert reasonable notice of the intention to set out or take levels for any part of the Works so that arrangements may be made for checking the work. The accuracy of setting out and leveling shall be within the tolerances specified in the Specifications or on the Drawings. The checking of setting out or leveling by the Engineert shall not relieve the Contractor of his duties or responsibilities under the Contract.

23. The Contractor must take steps necessary to safe guard and shall beheld fully responsible for any damage caused to existingand adjacent property, including buildings that are not a subject of demolition. He shall make good at his own cost damage to persons and property caused there on, and he shall indemnify the Procuring Entity against any loss or claim that may arise.

24. The Contractor shall take such steps and exercise such care and diligence as to minimize nuisance arising from dust, noise or any other cause to the occupiers of the existing and adjacent property. He must provide such temporary and special screens and tarpaulins or gummy bags, hoarding, barriers, warning signs etc. as he considers necessary and sufficient for the protection of the existing and adjacent property and or prevention of nuisance etc. as directed by Engineer.

25. The Contractors attention is drawn to the standards levy order which was amended on 15thOctober 1998.Legal notice No.154 of 1998. The Contractor is required to pay a monthly level of 0.2% of his factory price of construction works with effect from January 1999. Tenderer shall allow for this in the build-upo f his rates.

26. The Contractor shall provide temporary sheds, offices meshrooms, sanitary, accommodation and other temporary buildings for the use of the contractor and sub-contractors, including lighting furniture equipment and attendance.

27. Contractor shall provide/build labor camp sat areas to be agreed with the Engineer. Labor camps shall be complete with sanitary accommodation and fencing gates.

28. The Contractor must provide the necessary toilet facilities to the requirement and satisfaction of the Health Authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.

29. The Contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, Plant and materials against damage and theft.

30. The Contractor shall provide all necessary hoists, tackle, plant, equipment, vehicles, tools and appliances of every description for the due and satisfactory completion of the Works and shall remove the same on completion. All such plant, tools and equipment shall comply with all regulations in force throughout the period of the Contract and shall be altered or adopted during the Contract period as may be necessary to comply with any amendments in or additions to such regulations.

31. Provide, erect and maintain all necessary scaffolding, sufficiently strong and efficient for the due performance of the works, including Sub-Contract Works, provide special scaffolding as required by Sub-Contractors, alter and adopt all scaffolding as and when required during the Works, and remove on completion. No scaffolding is measured here in after and the Contractor must allow in his rates for this.

32. The Contractor shall take all necessary precautions such as temporaryf encing, hoarding fans, planked footways, guard–rails gantries screen, etc., for the safe custody of the Works,

materials and public protection and adjacent properties.

33. Cover up all and protect from damage, including damage from in clement weather, all finished work and unfixed materials, including that of Sub-Contractors, etc., to the satisfaction of the Engineert until the completion ofthe Contract.

34. The Contractor shall, after completion of the works, at his own expense, remove and clear away all surplus excavated demolition materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Engineer, sheds, camps, etc. Particular care shall be taken toleavecleanallfloors and windows and tore move all paint and cement all rubbis hand dirt as it accumulates. The Contractor is to find his own dump and shall pay all charges in connection there with.

35. Concrete test cubes shall be prepared in a set of three, as described including testing fees, labor and materials, making molds, transport, handling, etc. Allow in your rates for making at least four cubes on each occasion, from different batches; the concrete being taken from the point of deposit.

36. The Contractors hall furnish at the earliest possible opportunity before work commences, and at his own cost, any samples of materials and workmanship that may be called for by the Engineert for the approval or rejection, and any further samples in the case of rejection, until such samples are approved by the Engineer. Such samples, when approved, shall be the minimum standard for the work to which they apply. The proceduref or submitting samples of materials for testing or approval and the method of marking for identification shall be as laid down by the Engineer.The Contractor shall allow in his Tender for such samples and tests, including those in connection with his Sub-Contractors work.

37. The Contractors attention is drawn to the Finance Bill of the year 2000/2001 on withholding tax on contractual payment section 35(7)(i)(ii) which became effective on 1st July 2000. A 3% withholding tax will be applicable to all in terim payments exceeding Kshs..... for work done in respect of building or civil works. The contractor shall allow for any costs arising resulting there from in the build-up of rates.

38. Blasting will only be allowed with the express permission of the Engineert in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost, in accordance with any Government regulations in force for the time being, and any special regulations laid down by the Engineert governing the use and storage of explosives.

39. The National Construction Authority is a state corporation established under the national construction authority Act No.14 of 2011. The broad Mandate of the Authority is to over see the construction industry and coordinate its development. The National Construction Authority Regulations 2014 with an effective date of 6thJune 2014, regulation 25, - Allow 0.5% of the tender sum/contract sum for construction levy.

40. The Contractor attention is drawn to Finance Bill of 1993 where VAT was introduced in all contracts for construction services. The tenderer is also drawn to VAT Act Cap 476 clause 19(9). The tenderer must allow for VAT1.19 as instructed else where.

41. The contractor shall allow and pay for all insurance to cover risks and indemnities required Items 17 and 18 of the Conditions of contract and also specified in the Special Conditions of Contract.

BILL OF QUANTITIES

BILL OF QUANTITIES - PROPOSED BOUNDARY WALL FOR NG'ETHU TREATMENT PLANT, LOWER STAFF QUARTERS AND CHUTE					
BILL No 1: GENERAL ITEMS AND SPECIFIED REQUIREMENTS					
Item	**DESCRIPTION**	**UNIT**	**BOQ QTY**	**RATE (Ksh)**	**Amount (Ksh)**
A	**CLASS A: PRELIMINARY & GENERAL ITEMS**				
A1*	**CONTRACTUAL REQUIREMENTS**				
A1.1	Allow for Provision of Performance bond for the works	Item	1		
A1.2	Allow for provision of Contractor's All Risk Insurance of works.	Item	1		
A2	**SPECIFIED REQUIREMENTS**				
A2.1.1	Allow for provision and maintenance of Contractors temporary site office and site store, lighting and removal on completion of the contract.	Months	12		
A2.2	Provide a double cab vehicle for Engineers transport during the contract period. Vehicle shall revert to the contractor at the end of the contract. Rate to include Driver's salary and allowances, fuel, insurances, servicing and maintenance.	Months	12	195,000.00	2,340,000.00
A2.2.1	Contractors mark up and attendance on item A2.2 above	%	195,000.00	%	
A3	**METHOD-RELATED CHARGES**				
A3.2	Provide for day and night guarding of the site and the works throughout the project period. Include for all accompanying overheads and profit.	Month	12		

A3.2.4	Provide for a works sign board with writing as directed .Include for fees payable to the county government towards provision of the necessary board's permit.	No	2		
A3.2.5	Provide for works approval by Kiambu County Government.	Item	1		
A3.2.5.1	Provide for attendance and profit for above item	%			
	SUB-TOTAL PRELIMINARIES				

BILL No 1: GENERAL ITEMS AND SPECIFIED REQUIREMENTS					
Item	**DESCRIPTION**	**UNIT**	**BOQ QTY**	**RATE (Ksh)**	**Amount (Ksh)**
Bill No. 2	**MEASURED WORKS -BOUNDARY WALL**				
2.1	Works setting out/survey works.	m	2608		
2.2	Clearing of vegetation along the proposed wall alignment. Include for dismantling of the existing chain link fence and removal of the concrete poles. Include for piling of the recovered concrete poles and the chain within the treatment plant.	m^2	5,216		
2.3	Provide for uprooting of trees of girth 200mm-1000mm, along the wall alignment. Rate to include for slicing to convenient sizes and cart away (including the stamp).	No	30		
2.4	Provide for iron sheets hoarding of the works as approved by the engineer .include for dismatling the hound and disposal of the materials there after.	m	130		
2.5	**Earthworks**				
2.6	Excavate trial holes to ascertain location of underground services and subsurface ground conditions up to a depth n.e 3 m.	No	20		
2.7	Excavate oversite to remove top soil not exceeding 300mm deep	M^3	782		
2.8	Excavate trenches for strip foundation not exceeding 1.5 metres in soil	M^3	3130		

2.9	Extra over excavation in rock(All classes)	M^3	313		
	Filling and Carting away				
2.8	Return, fill and ram with selected and approved excavated material around excavations	M^3	1956		
2.9	Load and cart away excess excavated materials from site	M^3	1956		
2.10	Apply "Termidor" or any other similar and approved anti termite chemical treatment (with 10 years guarantee) on blinded surfaces.	m^2	196		
	Substructure				
2.11	Supply and cast 50mm thick 600mm wide class 15 mass concrete blinding to form base of the foundation wall.	M^3	78		
2.12	Supply and class grade 20 reinforced concrete (600mmx200mm) strip foundation beam (as per attached drawings)	M^3	235		
2.13	Supply and erect 225 mm thick natural non porous(Blue) masonry walling, with hoop iron every alternate course in c/s (1:4) mortor (16mm joints). Rate to include 300x25mm thick styroform expansion joint filler pointed with mastic sealant on both sides	m^2	2869		
	Superstructure				
2.14	Supply and erect 200mm thick, 11 courses machine cut masonry walling, with hoop iron every alternate course in c/s (1:4) mortor (16mm joints). Rate to include keyed in finish and smooth plaster finish on the outside and inside wall faces respectively, painting and branding of the outer face as per NCWSC branding manual, 300x25mm thick styroform expansion joint filler pointed with mastic sealant on both sides	m^3	6651		
2.15	Supply and cast 1000mmx1000mmx200mm class 20 reinforced vibrated concrete column bases. (as per attached drawings)	M^3	174		
2.16	Supply and cast 200mmx200mm class 20 reinforced vibrated concrete columns. Average height of 4m (as per attached drawings). Rate to include plastering to smooth finish.	M^3	278		

2.17	Supply materials and construct grade 20, 200mmx250mm reinforced vibrated concrete ground ring beam (All round). Include for provision of curing, smooth plaster finish as directed by the engineer and other related costs.	M^3	130		
	Reinforcement				
2.18	Supply, cut to suit and fix D8 reinforcement bars, including binding wires	Kg	7123		
2.19	Supply, cut to suit and fix D12 reinforcement bars including binding wires	Kg	34172		
	Sawn formwork to:-				
2.20	Sides of beams	SM	65		
2.21	Soffits of beams at opening	SM	8		
2.21	Sides of columns	SM	1464		
	Galvanized Razor wire installation				
2.21	Supply and install approved Galvanized razor wire-450mm dia. on top of the wall as per the engineer's specifications and details	M	2608		
	Surveillance Camera				
	Supply and installations 32 channel NVR CCTV, rate to include 15 boxes Cat 6A pure copper UTP outdoor cables 10TB surveillance HDD, 4MP hybrid IP cameras, 3No. 55" smart TV screens, cabling, POE, connectors as per specifications and direction by the engineer.	Set	1		
	Wall finish				
2.22	Supply and place precast concrete coping (250x250x50mm wide p.c.c) on top of the wall as per the engineer's specifications and details	M	2608		
	Steel Gate				

2.31	Supply and fix purpose made electric sliding steel gate overall size 6000x2500mm high comprising of 50x50x4mm RHS framework infilled with 40x25x3mm thick RHS at 100mm centres and moulded vertical spikes at top with and including fixing,hanging,opening and closing accessories, as per Engineers approval.	NO	2		
2.32	Ditto 1000 x 2400mm high pedestral gate.	NO	2		
2.33	Supply and fix purpose made double leaf steel gate overall size 4000x2500mm high in two equal openable parts comprising of 50x50x4mm thick RHS at 200mm centers both ways and moulded vertical spikes at top with and including fixing,hanging,opening and closing accessories. To comprise an embedded pedestal gate 900x2100mm high.	No.	1		
	SUB-TOTAL MEASURED WORKS TO SUMMARY PAGE				

Schedule of Dayworks - a. To be entered by the Tenderer

Bill No. 3 - DAY WORKS					
	DAY WORKS SCHEDULE				
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE (Kshs)**	**Amount (Ksh)**
1	**PLANTS AND EQUIPMENT**				
1.1	Welding machine (gasoline powered)	Hr	1		
1.2	Grinding machine	Hr	1		
1.3	Generator set	Hr	1		
1.4	Porker vibrator	Hr	1		
1.5	Concrete mixer	Hr	1		
1.6	Dewatering pump	Hr	1		
1.7	Excavator with bucket	Hr	1		
1.8	Excavator with Harmmer	Hr	1		
1.9	Low bed truck	Hr	1		
1.10	Lorry mounted Crane	Hr	1		
1.11	Compressor	Hr	1		
1.12	Backhoe Excavator	Hr	1		
1.13	Damper	Hr	1		

1.14	Damping truck	Hr	1		
1.15	Single cabin pickup	Hr	1		
1.16	Double cabin pickup	Hr	1		
1.17	7 Ton Lorry	Hr	1		
1.18	18 Ton Lorry	Hr	1		
1.19	Pressure testing machine	Hr	1		
1.20	45 ton compactor	Hr	1		
1.21	5 ton Roller	Hr	1		
1.22	Vehicle mounted lifting crane	Hr	1		
1.23	Water tanker	Hr	1		
2	**MATERIALS**				
2.1	Ballast	Ton	1		
2.2	River sand	Ton	1		
2.3	Hard core	m^3	1		
2.4	Quarry dust	Ton	1		
2.5	Cabro blocks	m^2	1		
2.6	Hand compactor	No	1		
2.7	Collas	Ltr	1		
2.8	Collas sprayer	No	1		
2.9	Sanding machine	No	1		
2.10	Buitumen mix	m^3	1		
2.11	Murram	Ton	1		
2.12	Portland Cement	Ton	1		
2.13	Grannular materials/Red soil	Ton	1		

2.14	T12 Reinforcement bars	m	1		
2.15	T10 Reinforcement bars	m	1		
2.16	T8 Reinforcement bars	m	1		
2.17	150mmx25mm cypress timber	m	1		
2.18	100x50mm cypress timber	m	1		
2.19	75x50mm cypress timber	m	1		
2.20	50x50mm cypress timber	m	1		
3	**LABOUR**				
3.1	Site Agent	hr	1		
3.2	Assistant Engineer	hr	1		
3.3	General fore man	hr	1		
3.4	Foreman	hr	1		
3.5	Supervisor	hr	1		
3.6	Graded Artisan	hr	1		
3.7	Ungraded Artisan	hr	1		
3.8	Guard	hr	1		
3.9	Welder	hr	1		
3.10	Driver	hr	1		
3.11	Machine operator	hr	1		
3.12	Mason	hr	1		
3.13	Plumber	hr	1		
3.14	Store keeper	hr	1		
3.15	unskilled labour	hr	1		
3.16	Plant operator	hr	1		
3.17	Site Clerk	hr	1		
3.18	Painter	hr	1		
3.19	Carpenter	hr	1		
3.20	Office assistant	hr	1		

BILL SUMMARY

Item No.	Item Description	Amount (Kshs)
1	**Preliminary & General Items**	
2	Ng'ethu Treatment Plant And Lower Staff Quarters	
4	**Sub Total**	
5	Add 2.5% Contigencies	
6	**Sub Total**	
7	**Add 16% Vat**	
8	**Grand Total**	

Name of Bidder _____

Address _____

Name of Authorized Signatory_____

Signature of Authorized Signatory _____

Date _____

Stamp_____

SECTION VI – SPECIFICATIONS

101 Climatic Conditions

Due to its location on the slopes of the Aberdare Range, the climate and temperatures within the project are influenced by altitude with cooler coffee zone areas located North of project area, while the more arid zones are located to the South. Rainfall is bimodal with long rains occurring from March to June, and the short rains from October to December. The mean annual rainfall is 1068 mm, as recorded at the Ruiru Jacaranda Meteorological Station (No. 91.36/084) between Years 1943 - 1980. The same station has recorded mean annual minimum and maximum temperatures as 13.00C and 25.10C.

As project area is situated close to the equator, the timing of sunrise and sunset do not vary tremendously throughout the year.

Quality and Approvals

The materials and workmanship shall be the best of their respective kinds and to the approval of the Engineer. The words "to the approval of the Engineer" shall be deemed to be included in the description of all items relating to design, construction, installation and materials and workmanship for the due execution of the Works.

The Contractor shall submit all data, details and samples as necessary and as reasonably requested by the Engineer of all materials that the Contractor proposes to use in the Works. Method statements which adequately demonstrate the Contractor's proposed method of working, methods of maintaining safety and compliance with the programme shall be submitted for the Engineer's approval prior to the commencement of work on any area of the Site.

Where the Contractor is responsible for the preparation of Construction Documents to describe the permanent works such Construction, the Documents shall be approved prior to the procurement of any materials or commencement of any work to which the documents relate.

No materials, Plant or equipment shall be procured for the Contract and no work, permanent or temporary, shall commence without first obtaining the Engineer's approval. All materials, Plant and equipment supplied shall be designed for operation under the above described conditions.

Construction Documents

Drawings and Documents which are to be submitted by the Contractor to describe the Permanent Works shall become Construction Documents upon their approval.

All drawings, technical specifications, bill of quantities, schedules, cost estimates; programme and other information to be submitted by the contractor shall be in English and shall be submitted for approval in triplicate. Following approval, the contractor shall supply a further five copies to the Engineer. Construction Documents shall not be departed from without the approval of the Engineer.

All drawings and documents submitted by the Contractor shall have been checked, signed and be ready for issue and shall bear:

Title of the drawing or document;
Scale;
Date;
Work item reference number complying with an approved numbering system;
Name and references of the Contractor;
Names of the employer and the Engineer;
Date of approval by the Contractor and the signature of the person responsible for approval.

Drawings and documents submitted for approval shall be delivered to the Engineer's office as designated by the Engineer.

Unless otherwise specified the Contractor shall allow a minimum of 21 days, after the date of receipt by the Engineer for approval of drawings and documents by the Engineer.

104 Operation and Maintenance Manuals

The Contractor shall submit to the Engineer for approval six copies of the Operation and Maintenance (O&M) Manuals as described in Clause 4.1 of the Particular Conditions of Contract.

The Contractor shall supply the final version of the O&M Manuals prior to the issue of the Taking-Over Certificate for either the whole of the Works or the respective Section or part of the Works. Each set shall be bound together in a stout plastic or other approved cover.

O&M Manuals shall be supplied written in English language, all parts and equipment listings shall be in English.

105 Level Datum

Before the commencement of constructional work, the Contractor shall establish, in a position to the approval of the Engineer, steel datum pegs which shall be securely concreted in. The level of these pegs shall be established and agreed with the Engineer and all levels used in the construction of the Works shall be referred to these established datum points. The correctness of this datum shall be checked at regular intervals during the construction period as agreed with the Engineer.

Where possible construction drawings and all levels used for construction shall be referred to the national height datum as defined by the Survey of Kenya. The Contractor shall be responsible for obtaining the location and values of the permanent bench marks. In cases where such bench marks do not exist, the site datum shall be agreed with the Engineer.

106 Setting Out of the Works

The site layout drawings show indicative site layouts. Prior to commencing construction, the Engineer will agree with the Contractor the basic information supplementary to that shown on the Drawings such as the position of manholes, chambers, centre-lines and base-lines sufficient for the Contractor to locate the Works.
The Contactor shall prepare detailed setting out drawings and data sheets as necessary and submit them to the Engineer in triplicate for approval. Any modifications to the setting out drawings or data sheets required by the Engineer shall be made by the Contractor and resubmitted for final approval. Should it be necessary during setting out or during construction for the approved setting out details to be amended, the Contractor shall amend the drawings or data sheets or make new ones for approval as required by the Engineer.

For pipelines, the Contractor shall in the presence of the Engineer set-out the pipeline alignments in accordance with the indicative alignments shown on the drawings taking into account physical features on the ground, any existing services, any requirements of relevant Authorities and any changes deemed necessary by the Engineer, confirming the locations of all valves, air valves, washouts, hydrants and bends.
The Contractor shall prepare and submit to the Engineer, at an approved scale, plans of the pipeline route and profiles of ground levels after any initial clearing of the way leave or easement showing the proposed pipe invert levels and precise chainages for all valves and fittings for approval. Following approval, the Contractor shall submit to the Engineer two copies of the agreed alignment and profiles.

107 Boundaries of Works

The Employer shall provide the Site upon which the Permanent Works are to be constructed. Where a drain or pipeline is to be within an existing road or track reservation or is otherwise located in land designated Public Domain the Site width will be restricted to the limit of the public land. The existing boundary fences and walls shall not be disturbed without prior approval of the Engineer and, unless road diversions and closure notices are approved and posted, carriageways shall be left available for the safe passage of traffic.
The Contractor shall not enter upon or occupy with men, tools, equipment or materials any land other than the site without the written consent of the owner of such land.
On occupation of the Site or other land the Contractor shall provide such fencing, as required.

108 Work through Private Land

In order that the necessary parts of the Site which are on private land may be obtained the Contractor shall supply the Engineer with full information of his programme sufficiently in advance of the dates upon which the Contractor proposes to enter upon each areas of the Site. The Contractor shall where required, in consultation with the Engineer, programme the Works to designate the areas of the Site to which the Contractor is to be given possession and the sequence of taking possession.

The Contractor shall obtain written approval before entering upon any private land or cutting through ditch, bank, hedge, wall, fence or any other form of boundary marking and he shall carry out all reasonable requirements as approved by the Engineer in the matter of reinstatement.

109 Public Utility Mains and Services

Where the Contract indicates the positions of existing services or apparatus the positions shown are believed to be correct but no warranty is given as to the accuracy or completeness of the information. It shall be the responsibility of the Contractor to obtain all information available from the Public Utility Authorities regarding the position of existing mains and services and he shall copy this information to the Engineer as soon as he obtains it.
The Contractor shall carry out excavation works in a manner which safeguards any existing services, including hand excavation as necessary and shall be responsible for the cost of any repair work necessitated by damage caused by him to any main or service and for any costs arising from the disruption.
The Contractor shall obtain all information and assistance from the Public Utility Authorities for the locating of the mains and services and shall agree with the Engineer any trial excavation which may be necessary to confirm or establish these locations.

The Contractor shall be responsible for locating all existing services, whether known to the Public Utility Authorities or not, and shall conduct his own survey as necessary to accurately locate all services. All efforts to identify these existing services shall be carried out in advance of conducting excavation for the permanent works.
Any temporary or permanent diversion of mains and services shall be agreed with the appropriate Authority.

110 Safeguards to Existing Pipes, Cables, Structures

It shall be the Contractor's responsibility to safeguard by means of temporary or permanent supports or otherwise all existing sewers, pipes, cables, structures or other things which would be liable to suffer damage if such precautionary measures were not taken.
Safeguards shall be to the approval of the Engineer and of the undertaker or owner concerned.

111 Record Drawings

At all sites and any locations where the Contractor executes work under the Contract, including locations where the Contractor undertakes repair or rehabilitation work, the Contractor shall record the location and nature of all water supply and wastewater works including their ancillaries and any associated services.

Where instructed by the Engineer for the purpose of producing Record Drawings, the Contractor shall undertake such surveys and investigations to determine the location of existing services. Such surveys and investigations shall be additional to those surveys and investigations undertaken by the Contractor for the purpose of determining the location of services prior to excavation.

The Contractor shall where necessary utilize appropriate equipment and where instructed by the Engineer excavate trial pits to confirm the location and determine the size and nature of the buried services.

For sites where the Contractor undertakes permanent works Record Drawings shall be submitted to

the Engineer, for approval, in the form of as Built Drawings. In the case of repairs and rehabilitation the Record Drawings shall be submitted for approval within a period of 21 days following execution of the work.
Record Drawings shall be prepared to an approved format, and scale in line with the construction drawing.

112 Connections to Existing Pipes, Cables and Equipment

The Contractor shall be responsible for joining up and making connections between pipes and cables laid by him and existing pipes and cables. The Contractor shall submit to the Engineer a drawing showing the details of the connection, and shall state the date on which the particular connection is required, and the work shall not proceed until the Engineer's approval has been given.

The Contractor shall be responsible for ensuring the compatibility of new pipes and cables with existing pipe work, cables, tubing and equipment.

113 Lighting, Watching and Traffic Control

Where necessary for safety of the public or where required by the Engineer, the Works shall be properly fenced and signed. In addition, the Works shall be lighted from half an hour before sunset until half-an-hour after sunrise and at other times when visibility is poor. The position and number of the lamps shall be such that the extent and position of the Works are clearly defined. Each Site shall be provided with watchmen as required.

114 Contractor's Offices

The Contractor shall provide and maintain offices for the use of his representative and staff to which written instructions by the Engineer can be delivered. Any instructions delivered to such offices shall be deemed to have been delivered to the Contractor.
Offices shall be located to give convenient access to the Works and shall be subject to the approval of the Engineer. The Contractor shall be responsible for obtaining the land on which to establish any temporary site offices.

117 Contractor's Yards, Stores and Accommodation for Workmen

The Contractor shall be responsible for obtaining the land and for the provision of all temporary yards, stores, workshops, offices, mess rooms, shelters and for all services in connection therewith. The location of all such facilities shall be agreed beforehand with the Engineer and shall be such as to avoid obstruction and nuisance to the public.
The Contractor shall construct secure storage compounds and storage building where he shall store at his own risk all equipment and Plant awaiting erection. The Contractor shall also provide secure covered storage for all samples submitted to the Engineer for approval. Storage building shall be weatherproof and shall be of sufficient size to accommodate all items requiring covered storage.

The Contractor shall provide and maintain suitable and sufficient shelters and mess rooms for his workmen and supervisory staff as are customary and necessary. The Contractor shall provide sufficient closets or latrines to the satisfaction of the relevant authority. They shall be properly screened and maintained in a clean and sanitary state at all times. The Contractor shall be responsible for making all arrangements for the proper disposal of waste.

118 Water and Electricity Supplies

The Contractor shall make all arrangements for and provide adequate supply of potable water to each site as necessary for the execution and testing of the Works and for use by his workmen.

The Contractor shall make arrangements for and provide any electricity supply required for the execution of the Works, including the Tests on Completion.

119 Contractor's Staff and Workmen

The Contractor shall agree to employ Kenyan workers to the maximum extent possible. The

Contractor shall provide a competent Site Agent to the approval of the Engineer to be in charge of the work who shall not be changed except with the consent of the Engineer.
The Contractor agrees that his workmen and employees shall be considered for all purposes in his direct pay and employ and under his supervision and control. He shall be directly and personally responsible for discharging all obligations, financial or other, which may be or becoming owing to any such workman or employee or to his successors, assignees or personal representatives. There shall be no contractual or legal relations of any kind whatsoever between the Employer and any such workman, employee or any person employed in the performance of the Contractor's obligations under this Contract.

The Engineer may request and the Contractor agrees to accept the request for the immediate removal from the site of any employee or worker of the Contractor adjudged by the Engineer to be incompetent, disorderly, and unreliable or of bad character. Such employee shall not again be employed on the Works.

120 Training of Employers Workmen

The Contractor shall make provision for the on-site training of up to 3 of the Employer's staff.

121 Project Management

121.1 Project Control

The Contractor shall provide within his site organization a project management capability to advice and be directly responsible to the Site Agent. (Contractor's chief site representative) The duties of the section shall include the following:

a) Planning and programme preparation particularly in relation to the requirements of the Employer and the public authorities, and the requirements to maintain water supply and waste water disposal services where careful detailed arrangements have to be made and adhered to.

b) Planning the execution of the Works in a manner which minimizes disruption to the water supply system and will permit the efficient and effective commissioning of the water supply system and their respective components.

c) Ensuring adequate potable water supplies and wastewater disposal services are maintained to all consumers.

d) Continuous surveillance of progress and anticipation of factors likely to affect the timely performance of the Contract.

e) Making proposal for modification to forward planning and to the programme at an early stage in the light of factors resulting from (d) above.

f) Continuous appraisal of the Contractor's methods and routines particularly as to their effect on the community and property.
g) Forward planning for resource requirements taking due account of possible shortages and delays in the arrival on site of materials, equipment, plant and personnel and their mobilization for effective usage.
h) Acquisition and process of up-to-date information for progress meetings with the Engineer. The preparation of monthly progress reports including an update of the detailed programme and cash flow forecast which shall include progress photographs as directed by the Engineer.
The Contractor's project management staff shall be of adequate ability and experience. Programmes shall be based upon Critical Path Management (CPM) networks in precedence format and shall be prepared using a suitable PC-based project management software package approved by the Engineer.

Reporting shall be in a manner compatible with the Employers project management procedures and shall use the Earned Value (EV) Technique and shall monitor the actual gross value of work completed against the predicted value.

121.2 Monthly Statements and Certificates

Monthly statements and certificates shall be submitted in an approved manner and format. In addition to the statements submitted in hard copy the Contractor shall submit a computer copy using data base software as prescribed by the Engineer. The statements and certificates shall detail the measured value of the work completed on each item of the Works in such detail that the Engineer can identify location and measurement of each item. A location shall constitute a single structure such as a reservoir, pump station or section of a pipeline or a component of a system such as a pipeline valve complex.
Each item shall be uniquely identified in accordance with the numbering system as instructed by the Engineer.

121.3 Progress Meetings

The Contractor shall provide a suitable venue, near the vicinity of the Site, and arrange progress review meetings to be chaired by the Engineer at monthly intervals to coincide with submission of monthly progress submissions. The Contractor shall allow for attendance by the Engineer and up to 4 representatives of the Engineer's or Employer. The meetings shall be attended by the Contractor's senior representatives, Site Agent and other members of his senior staff as may be deemed necessary.

122 Equipment for the Employer

The Contractor shall hand over to the Employer on completion of the Works a complete set of tools and equipment together with spare parts and fittings to facilitate the maintenance and operation of the installed works.

123 Facilities for Survey and Inspection by the Engineer

The Contractor shall make available technicians and such labour, materials and safety equipment as the Engineer may require for inspections and survey work in connection with the Works. The Contractor shall provide all necessary tackle, test equipment, access, labour, staff and any other thing the Engineer may reasonably require in order that he may safely, conveniently and quickly carry out such inspections as he deems necessary at any time during the execution of the Works and during the Defects Liability Period. The Engineer, his representative and assistants, shall not inspect any area of the Works where they deem the safety provision to be inadequate and the Contractor shall undertake any work required by the Engineer in order to make it safe.

124 Inspections by the Engineer during Defects Liability Period

The Engineer will give the Contractor due notice of his intention to carry out any inspections during the Defects Liability Period and the Contractor shall thereupon arrange for a responsible representative to be present at the times and dates named by the Engineer. This representative shall render all necessary assistance and shall record all matters and things to which his attention is directed by the Engineer.

125 Protective Clothing and Safety Equipment

The Contractor shall provide for the Engineer, his Representative and assistants any additional protective clothing and safety equipment necessary for the proper discharge of their duties on the Site.
The Contractor shall provide any necessary protective clothing and safety equipment for the use of authorized visitors to the site including the Employer and his staff and representatives and those of any relevant authority who have reason to visit the Site.

126 Notice Boards

The Contractor shall provide and erect sign boards at the Sites where works are being executed, giving information to the public on the Project and the Employer and further details as will be prescribed by the Employer. The location of the sign boards at the sites will be indicated by the Engineer. The Contractor shall maintain, alter, move or adapt the sign boards from time to time as may be instructed by the Engineer. The display of any named Sub-contractors or any other information associated with the Works shall be to the approval of the Engineer.

127 Language of Correspondence and Records

All communications from the Contractor to the Engineer shall be in the English language. All books, timesheets, records, notes, drawings, documents, specifications and manufacturers' literature shall be in the English language. If any of the aforementioned is in another language a certified translation in English shall be submitted to the Engineer.

128 Standards and Regulations

Each and every part of the Works shall be designed, constructed, manufactured, tested and installed in accordance with an internationally recognized standard, Code of Practice, or Regulation applicable to that part of the Works.
Such standards and codes shall include:

a) British Standard Specification last published.
b) International Electromechanical Commission, where available (IEC).
c) International Organization for Standardization (ISO).

The Contractor shall provide and keep permanently on site copies of such standards as may be directed by the Engineer and shall make them available to the Engineer as required.

129 Equivalency of Standards and Codes

Wherever reference is made in the Contract, including Specifications, Drawings and Bill of Quantities, to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Engineer's prior review and written consent. In the event the Engineer determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the Contract.

130 Quality Control

The Contractor shall be responsible for his own quality control and shall provide sufficient competent personnel for supervising the Works, taking and preparing samples and for carrying out all necessary tests.

131 Units

The International System of (metric) Units as set out in ASTM E380 shall be used throughout the Contract except where otherwise provided.

132 Inspection and Testing during Manufacture

The performance of each item of Plant or Pipe shall be tested in accordance with the Specification to the requirements of the Engineer.
Test certificates in triplicate shall be submitted by the Contractor to the Engineer within 2 weeks of the date of the tests. Type tests are not acceptable. Test certificates shall be supplied for tests carried out on the actual Plant being supplied.

Plant shall not be dispatched from the manufacturer's works until it has passed the specified tests and approval been given by the Engineer.

The Engineer shall at his discretion witness tests of individual items of Plant at the manufacturer's works. The Engineer shall be given three weeks' notice in writing before such tests are to take place. The acceptance by the Engineer of any item of Plant or equipment after testing at the manufacturer's works shall in no way relieve the Contractor of his responsibility for the correct performance.

SECTION 2 - EARTHWORKS, BACKFILLING AND RESTORATION

201 Conditions of Site

Before carrying out work on any Site, the Site shall be inspected by the Contractor in conjunction with the Engineer to establish its general condition which shall be agreed and recorded in writing and by means of digital photography.

Details recorded shall include the location of all boundary and survey beacons, the condition of buildings, surface, terracing (if any), ditches, watercourses, roads, tracks, fences and other information relating to the Site and elsewhere which may be affected by the works.

In the case of way leaves for pipelines the boundaries of the way leave will be defined by the Employer and the contractor shall where directed provide erect and maintain in position, from commencement to the final completion of the Works, in every section substantial timber stakes or similar approved markers not less than 1.5 m high indicating the position of the boundary at 100m or other such intervals as the Engineer may direct. In the event of any boundary or survey mark established for the purpose of land title being disturbed or displaced the Contractor shall forthwith replace the beacon. Where necessary the Contactor shall employ the services of an approved licensed surveyor for the purpose of setting out boundaries.

202 Site Clearance and Topsoil Removal

Site clearance shall be carried out over the areas to be occupied by the Permanent Works before beginning excavation or filling or other work, and shall include the clearance of all trees, stumps, bushes and other vegetation and the removal of all boulders between 0.01 and 0.2m3 volumes. Boulders located within 1m of any pipe centerline shall be removed where directed by the Engineer.

Before beginning clearance in any area the Contractor shall give seven days' written notice of his intention to the Engineer who will determine the extent and limits of such clearance.

Topsoil shall mean the surface layer of soil which by its humus content supports vegetation and is unsuitable, as a formation to roads and concrete structures or as a backfill or bedding material. The extent and depth of topsoil that needs removal shall be agreed with the Engineer. Topsoil shall be set aside for re-use or disposal as directed by the Engineer.

Trees to be removed shall be uprooted or cut down as near to the ground level as possible. Bushes, undergrowth, small trees stumps and tree roots shall, where directed by the Engineer, be grubbed out. All holes left by the stumps or roots shall be backfilled with suitable material in a manner approved by the Engineer.

The Engineer may require that individual trees, shrubs and hedges are preserved; the Contractor shall take all necessary precautions to prevent their damage.
In the case of way leaves for pipelines and the like, the Contractor shall preserve as far as practicable all grass and other vegetation outside the limits of trenches and permanent works and shall not necessarily destroy crops or any vegetation whose removal would not be essential to his operations.

203 Erosion

The Contractor shall take care at all times to prevent erosion on every site and elsewhere on land

which may be affected by his operations and the Engineer may impose such reasonable limitations and restrictions upon the method of clearance and upon the timing and season of the year when clearance is carried out as the circumstances warrant.

204 Ground Levels

Before commencement of any earthworks or demolition the sites shall be surveyed, as necessary, in conjunction with the Engineer to establish existing ground levels. These agreed ground levels shall form the basis for the calculation of any subsequent excavation and filling.

205 Trial Holes

The Contractor shall excavate refill and restore in advance of his programme such trial holes as he may require for determining the nature of the subsoil and the location of existing underground services and obstructions.

206 Excavation Generally

Excavations shall be made in open cutting unless tunneling or heading is specified or approved by the Engineer and shall be taken out as nearly as possible to exact dimensions and levels so that minimum of infilling will afterwards be necessary. The Contractor shall ensure the stability and safety of excavations and shall take all measures necessary to ensure that no collapse or subsidence occurs.

Except where described in the Contract or permitted under the Contract excavation shall not be battered. The sides of all excavations shall be kept true and shall where necessary be adequately supported by means of timber, steel or other type struts, walling, poling boards, sheeting, bracing and the like.
Excavations shall be kept free from water and it shall be the Contractor's responsibility to construct and maintain temporary diversion and drainage works and to carry out pumping and to take all measures necessary to comply with this requirement.
In the event of soft or otherwise unsuitable ground being encountered at formation level or if the formation is damaged or allowed to deteriorate the Contractor shall forthwith inform the Engineer, shall excavate to such extra depth and refill with compacted granular or other approved fill or C15 concrete (minimum compressor strength 15N/mm2) as the Engineer may require. With respect to the side face of any excavation against which concrete or other work will be in contact the Engineer may require that the net dimensions of the work be increased.
The Contractor shall be responsible for the disposal of Surplus excavated material off site, which shall be to a location approved by the Engineer. No excavated material suitable for re-use shall be removed without the approval of the Engineer.
The Contractor shall not deposit excavated materials on public or private land except where directed by the Engineer or with the consent in writing of the relevant authority or of the owner or responsible representative of the owner of such land and only then in those places and under such conditions as the relevant authority, owner or responsible representative may prescribe.

207 Excavation in Excess

If any part of any excavation is in error excavated deeper and/or wider than is required, the extra depth and/or width shall be filled with Grade C15P concrete or compacted granular or other approved fill to the original formation level and/or dimensions as the Engineer directs.
In pipe trenches where the pipe is not bedded on or surrounded with concrete, excess excavation shall be filled with compacted granular material. Excess excavation in rock trenches shall be filled with concrete (15N/mm2 compressive strength) up to 150mm below the pipe invert.

208 Mechanical Excavation

Mechanical excavation shall be employed only if the subsoil is suitable and only in such manner which will allow adequate support of the excavations. The Contractor shall ensure that there are no

pipes, cables, mains or other services or property which may be disturbed or damaged by its use.

209 Excavation for Pipe laying

The width of trench excavation shall be the minimum required for efficient working after allowance has been made for any timbering and strutting, and shall not exceed the widths described in the Contract. At any one spread the maximum length of open trench shall not, without the prior approval of the Engineer, exceed 100 metres.

Trenches in rock for pipes up to 100mm bore shall be excavated to provide a minimum clearance of 100 mm and a maximum of 300 mm around the outside of the pipe and joints. For pipes exceeding 100mm bore the minimum clearance shall be increased to 150mm and a maximum of 400mm; and the Contractor's rates for excavations in the bill of quantities shall be deemed to include excavations in excess of the above minimum and maximum clearance threshold.

Where the trench is in rock or rocky ground the Contractor shall excavate the pipe trench to a depth of 150mm below the invert of the pipe and refill with compacted granular fill.
The materials for re-use excavated from trenches shall be stockpiled at the sides of the trench except where this would obstruct any road or footpath and prevent the passage of traffic or pedestrians. In such cases the Contractor shall excavate the trench in such lengths and stockpile the excavated materials at such places as the Engineer may require.
Where excavation for pipe laying is carried out behind thrust blocks on existing pipelines the Contractor shall provide adequate support arrangements to transfer thrusts to the surrounding ground.

210 Headings

Excavation for pipes in heading shall be carried out to the approval of the Engineer and to dimensions which will permit a proper inspection to be made. The heading shall be properly and securely timbered. The pipe shall be laid on a minimum thickness of 150mm of concrete. After the pipe has been laid, jointed and tested the heading shall be filled in short lengths not exceeding 1 metre with Grade C15P concrete or as directed. The heading shall be completely filled with concrete and hard filling shall then be rammed into the concrete at the crown of the heading.
Special precautions shall be taken to prevent a slump in the concrete and to ensure that no slips or falls of the heading or in the ground above or in the shafts can take place.

211 Excavation for Foundations of Structures

The Contractor shall give sufficient notice to the Engineer to enable him to inspect and approve foundations in advance of placement of the permanent works. The Engineer may withdraw his approval if work is not commenced within 48 hours or the formation is subsequently allowed to deteriorate.

If the Engineer directs a bottom layer of excavation of not less than 75mm thickness shall be left undisturbed and subsequently taken out by hand immediately before concrete or other work is placed.
Formations which are to receive concrete blinding or a drainage layer shall be covered with such blinding or layer immediately the excavation has been completed, inspected and approved by the Engineer.
Surfaces against which permanent works are to be placed shall be kept free of oil, water, mud or any material.

No concrete or other materials shall be placed until formations have been approved. Adequate notice shall be given to the Engineer to enable him to examine the formation.

212 Rock Surfaces under Concrete Structures

212.1 Concrete Placed Directly on Rock

Rock under concrete structures shall be prepared by picking, barring and wedging or other methods

which will leave the rock in as sound a condition as may reasonably be expected according to the rock quality.
Rock surfaces shall be thoroughly cleaned by compressed air and water jet or such means as the Engineer my direct before concrete is placed.

212.2 Concrete Placed on Capping Layer

Where instructed the rock excavation shall be taken down to a depth of 1.0m below the underside of the structure and the excavation backfilled with capping materials to the required formation level. Capping material shall be granular material. The material shall be compacted in 150mm layers to achieve a density of not less than 95% maximum dry density at optimum moisture content + 5% to 2% as determined by the BS heavy compaction tests to BS 1377.

213 Explosives

The Contractor shall at all times take every possible precaution and comply with the Explosives Laws of Kenya and regulations relating to the handling, transportation, storage and use of explosives and shall at all times when engaged in blasting operations post sufficient warning flagmen to the full satisfaction of the Engineer's Representative.
The Contractor shall also provide a special proper store for explosives in accordance with local regulations and shall provide experienced men with valid blasting licenses, for handling explosives to the satisfaction of the Engineer and the authorities concerned.
The Contractor shall at all times make full liaison with and inform well in advance and obtain such supervision and permission as is required from the Police and all Government Authorities, public bodies and private parties whosoever concerned or affected by blasting operations.
Blasting shall only be carried out on those sections of the Works for which permission in writing shall have been given by the Engineer and the relevant authorities and shall be restricted to such hours and conditions as may be prescribed. Blasting within 10 metres of existing water mains will not be permitted.

Blasting shall be carried out so as not to weaken existing structures or the foundations or ground adjacent to the existing and proposed works. The Contractor shall take all necessary precautions to prevent loss, injury or accident to persons or property and shall be entirely liable for any accident or damage that may result from the use of explosives.
The Contractor shall submit to the Engineer for his approval a method statement including details of the intended drilling patterns, depths of holes, the amounts of explosives at each location and the method or sequence of setting off that he proposes to use.

214 Excavated Materials Suitable for Re-use

In so far as they are suitable and comply with the Specification, materials arising from excavations shall be re-used in the Works.
During excavation, the Contractor shall ensure that all material suitable for re-use are kept separate and set aside and protected as necessary to prevent loss or deterioration.

The materials forming the surface and foundations of roads, road verges, tracks and footways shall when excavated, and if required for further use, be carefully separated. All hard materials shall be kept free from soil or other excavated materials.
During excavation of pipe trenches the Contractor shall ensure that all granular or other approved material suitable for filling around and over pipes shall be kept separate and re-used for this purpose.

Paving slabs, bricks and similar surfaces shall be carefully removed and stacked. Prior to the commencement of excavation the number of badly broken and unsuitable paving slabs, bricks etc. on the line of the excavations shall be agreed with the Engineer.
In verges and other grass surfaces the grass and top soil shall be stripped and separately stacked.

215 Backfilling of Excavations

Backfilling shall be thoroughly compacted in layers not exceeding 150mm compacted thickness and

by means which will not damage the Works.
Backfilling of reinforced concrete structures shall be with suitable material approved by the Engineer.
"Granular material" as backfill is defined as unconsolidated quarry dust, gravel, sand or similar in which the clay or silt content is not predominant. The use of angular crushed stone shall not be permitted.

216 Pipe Beddings

Unless otherwise specified granular material for beddings shall consist of aggregate to BS EN 12620 and shall conform to the following grading.

Pipe Nominal Diameter (mm)	Max Size (mm)	Grading (mm)
<50	Sand	N/A
50	10	10 single-size
80	10	10 single-size
100	10	10 single-size
150	15	10 or 14 single-size or 14 to 5 graded
200 to500	20	10, 14 or 20 single-sized or 14 to 5 graded or 20 to 5 graded
<500	40	10,14 20 or single-size crushed rock or 14 to 5 graded or 20 to 5 graded or 40 to 5 graded

Granular bedding material where specified shall have a Compaction Fraction not greater than 0.3 as ascertained by the test method described below.

Aggregates for flexible pipes shall consist of sub-rounded or rounded material which will not cause damage to or penetrate the pipe material.

Sand bedding material shall consist of approved local sand which material shall have a Compaction Fraction ascertained by the test method described below of not greater than 0.3.
Class A bedding shall consist of Grade C15P concrete bed and surround.

Class A1 bedding shall comprise a 120 degrees cradle of Grade C15P in situ un-reinforced concrete under the pipe with selected backfill material to a depth of 300mm above the crown of the pipe.

Class B bedding shall comprise a 180 degrees bed of single-size granular material in accordance with the above table, with selected backfill material to a depth of 300mm above the crown of the pipe.
Class S bedding shall comprise a complete surround of granular material in accordance with the above table to a depth of 150mm above the crown of the pipe.

Class D bedding shall comprise a hand-trimmed natural bottom to the trench with selected backfill material placed around and over the pipe to a depth of 300mm above the crown of the pipe.

Granular bedding and selected backfill material, placed around and to a thickness of 300mm above the crown of the pipes shall be placed simultaneously on both sides of the pipe in layers not exceeding 150mm thickness and compacted by the use of hand rammers taking particular care to compact the material under barrel of the pipe and around joints.

In trenches where there is a continuous accumulation of groundwater, the trench shall after

obtaining the approval of the Engineer, be over-excavated by 150mm and shall be backfilled using compacted granular material in accordance with the above table.

If the quantity of suitable material which can be obtained from the excavations is insufficient, the Contractor shall either screen the excavated material or transport suitable material from other excavated or borrow pits on the Site. In cases where insufficient material exists on the Site, the Contractor shall import suitable material after obtaining the written approval of the Engineer.

217 Compaction Fraction Test

217.1 Apparatus required:

1) Open-ended cylinder 250 mm long and 150mm ± 5mm internal diameter (150mm diameter pipe is suitable);
2) Metal hammer with striking face 38 mm diameter and weighing 1 kg.
3) Rule.

217.2 Method

Obtain a representative sample, more than sufficient to fill the cylinder (viz. about 10kg). It is important that the moisture content of the sample should not differ from that of the main body of material at the time of its use in the trench.

Place the cylinder on a firm flat surface and gently pour the sample material into it, loosely and without tamping. Strike off the top surface level with the top of the cylinder and remove all surplus material. Lift the cylinder up clear of its contents and place on a fresh area of flat surface. Place about one quarter of the material back in the cylinder and tamp vigorously until no further compaction can be obtained. Repeat with the second quarter, tamping as before, and so on for the third and fourth quarters, tamping the final surface as level as possible.

Measure down from the top of the cylinder to the surface of the compacted material. This distance in millimeters divided by the height of the cylinder (250mm) is the Compaction Fraction of the material under test.
To obtain a representative sample about 50kg of the proposed material should be heaped on a clear surface and divided with the spade down the middle into two halves. One of these should then be similarly divided, and so on until the required weight sample is left.

218 Selected Backfill Material

Backfill in contact with the pipes shall be selected material and shall not contain larges stones, rocks, tree roots or similar objects which through impact or by concentrating imposed loads might damage the pipes. The material shall be capable of being compacted without the use of heavy rammers and should be free of clay lumps or other material larger than 745mm or stones larger than the maximum particle size specified for pipe bedding.

219 Backfilling of Pipe Trenches

The trench above pipe bedding level (300mm above the crown of the pipe) shall be filled with the approved back fill material obtained from the trench excavations, free from clay limps, boulders and rock fragments larger than 150mm.
If the quantity of material which can be obtained from the pipe trench excavation is insufficient, the Contractor shall either screen the excavated material or transport suitable material from other excavations or borrow pits on the Site. In cases where insufficient material exists on the Site, the Contractor shall import suitable material after obtaining the written approval of the Engineer.

The material shall be placed in layers not exceeding 150mm thickness and compacted by the use of rammers to achieve a density of not less than 95% maximum density at optimum moisture content +5% to -2% as determined by the BS Heavy Compaction Test to BS 1377.
For trenches in fields and open areas where agreed by the Engineer the trench backfill shall be compacted to obtain a density of not less than 85% maximum dry density at optimum moisture

content +5% to -2% as determined by the BS Heavy Compaction Test to BS 1377.
The density of the compacted fill shall be determined by the Contractor using the "sand replacement" method as directed by the Engineer.
Before backfilling trenches the Contractor shall obtain approval from the Engineer of the methods he proposes to use and shall demonstrate by means of tests that the specified compaction can be achieved. The method of compaction shall at all times be to the approval of the Engineer.
Where ground water conditions are such that the bedding material would be likely to act as a carrier for ground water from higher of lower ground, the Engineer may instruct flow barriers of suitable selected earth or concrete to be inserted in lieu of bedding material. Such barriers to be erected at reasonable intervals close to flexible joints in the pipe.

220 Making Good Subsidence after Backfilling

Backfilling, whether in foundations or in pipe trenches, shall be thoroughly compacted by ramming and any subsidence due to consolidation shall be made up with extra compacted material.
Should subsidence occur after any surface reinstatement has been completed the surface reinstatement shall first be removed, the hollows made up, and then the surface reinstatement re-laid.
Any subsidence that occurs adjacent to the Site of the Works which is attributable to the Contractor's activities shall be reinstated to the full satisfaction of the Engineer.

221 Removal of Timbering from Excavations

Timbering shall be removed from the excavations before or during the process of backfilling except in so far as this removal of timber would be likely to cause damage to adjacent property, structures or structure foundations in which event the Contractor shall leave in the excavation such timbering as he considers necessary or as may be ordered by the Engineer.

222 Reinstatement of Surfaces

All surfaces whether public or private that are affected by the Works shall be reinstated temporarily in the first instance and when the ground has consolidated fully the Contractor shall reinstate the surfaces permanently.

Temporary reinstatement and permanent reinstatement of all surfaces, affected by the operations of the Contractor shall be carried out and maintained to the satisfaction of the Engineer and the responsible authority or owner.
Temporary reinstatement shall be carried out immediately the trenches are backfilled. Permanent reinstatement shall not be carried out until the ground has consolidated completely. The Contractor shall inform the Engineer before carrying out this work. In the event of further settlement occurring after completion of the permanent reinstatement the Contractor shall forthwith make good the reinstatement to the approval of the Engineer or responsible authority.
For the purpose of temporary and permanent reinstatement in bitumen and surfaced roads the surface width of trenches shall be increased by 150mm on each side of the trench for a depth of 75mm to provide a solid abutment for the surfacing material.
Reinstatement of surfaced roads shall be carried out to the approval of the relevant authority. The responsible authority shall have the right to carry out permanent reinstatement at the Contractor's expense. Trenches in open ground shall be reinstated to the condition in which the ground was before excavation was commenced. The final surface of the trench shall be flush with the surrounding ground.

In verges and other grass surfaces and after the backfilling had been thoroughly consolidated the topsoil shall be re-laid rolled and planted with grass or other vegetation as directed by the Engineer as may be necessary and watered until the grass has become well established. Should the planting fail it shall be replanted as required until satisfactory growth is obtained. If at any time any reinstatement deteriorates the Contractor shall restore it to a proper condition immediately.
Should the Contractor not remedy the defect to the Engineer's satisfaction forthwith any remedial work considered necessary may be undertaken by the Employer and/or the responsible authority at

the Contractor's expense.
All trees, shrubs and plants shall be carefully transplanted and shall be returned to their original location after the refilling of the excavations. Return of old or mature trees may be waived in cases where the age of the tree makes return impracticable, and approved tree seedlings shall be planted in their place. Topsoil shall be carefully set aside and replaced at the surface of the backfilling.
The trenches shall be refilled and rammed solid as specified in the Contract and shall not be topped up above the original surface level to allow settlement.

If any trench becomes dangerous the Engineer may call upon the Contractor for its reinstatement at three hours' notice and failing this to have the work done by others at the Contractor's expense.

In the case of footpaths the trench shall be refilled and rammed as specified to within 125mm of the surface. A foundation layer of 100mm compacted thickness of approved crushed limestone shall then be laid and compacted. The surface shall be cleaned and primed and the footpath surfacing shall be temporarily reinstated with 25mm compacted thickness of 14 mm nominal size dense wearing course macadam laid and compacted so as to achieve a dense, smooth and even course surface using a roller of 750 to 3000kg mass. Any kerbs shall be reinstated to their original condition.
The trench surface shall be thus maintained until the end of the Period of Maintenance or permanent reinstatement is ordered by the Engineer. Where permanent reinstatement is ordered by the Engineer the temporary surface and part of the foundation shall be removed to 50mm depth to permit the construction of a tiled or paved surface to match the original surface. An approved tiled or paved surface shall then be laid and bedded on sand or mortar to an even finish.

223 Safety of Excavations in Roads

Where the surface of the road (other than that which lies immediately above the trench) is damaged either by the concentration of traffic caused by an open trench, by subsidence or other causes arising from the operations of the Contractor, he shall permanently reinstate the whole of the surface so damaged to its original condition.
The Contractor shall ensure that trenches and reinstatement are maintained in a safe condition and shall take immediate action to remedy any deterioration which renders the works unsafe. If in the opinion of the Engineer any excavation or reinstatement is in a dangerous condition the Contractor shall immediately remedy the defect. Should the Contractor fail to carry out the reinstatement promptly the work any be carried out by others at the Contractor's expense.

224 Temporary Reinstatement of Asphalted Roads

In all asphalted or bitumen sprayed roads the trenches shall be refilled and compacted to the underside of the original road surface. A sub-base layer shall then be laid consisting of approved free drainage granular material conforming to the following grading limits:
100% by weight passing 50mm sieve
75-95 by weight passing 25.4mm sieve
40-75 by weight passing 9.51mm sieve
30-60 by weight passing 4.75mm sieve
20-45 by weight passing 2.0mm sieve
15-30 by weight passing 425mm sieve
5-15 by weight passing 72mm sieve.

A base layer shall then be laid consisting of approved crushed limestone material conforming to the following grading limits.

100%	by weight	passing 50mm sieve
60% - 80%	by weight	passing 20mm sieve
25% - 40%	by weight	passing 5mm sieve

The materials shall have a plasticity index of not exceeding 6%. The materials forming the sub-base and foundation shall be laid in layers, brought to optimum moisture content and compacted to 95%

of the maximum dry density as determined by Part 4 Clauses 3.3/3.4 BS 1377:1990.

Prior to application of the temporary reinstatement the surface of the road foundation shall be cleared of all dust, debris and other deleterious matter and shall then be primed with one application of prime coat MC-70 or similar approved. All joints with adjacent road surfacing shall be cut straight and vertical and primed.

The road surfacing shall be temporarily reinstated with 25mm finished thickness of asphaltic concrete. The asphaltic concrete shall be laid and compacted so as to achieve a dense smooth and even surface using a roller of not less than 12 tonne mass.
The surface shall be maintained until the end of the period of Maintenance or until instructions are given for the permanent reinstatement to be carried out. The surface shall not be topped up above the original surface level to allow for settlement.

225 Temporary Reinstatement of Unmade Roads

In all unmade roads the trenches shall be refilled and compacted as specified in the Contract to within 150mm of the surface.
The trench shall be surfaced with 150mm compacted thickness of base layer material as specified above.
The surface shall be maintained until the end of the Period of Maintenance and shall not be topped up above the level of the original surface to allow for settlement.

226 Permanent Reinstatement of Asphaltic Roads

Where instructions are given that permanent reinstatement is to be carried out then the temporary asphaltic concrete surface and part of the foundation layer shall be removed to a minimum depth of 200mm and the surface of the foundation shall be rolled, all dust and debris removed, joints cut straight and vertical.
The permanent reinstatement shall comprise crushed limestone material to a total compacted thickness of 150mm and the wearing course 50mm compacted thickness of 14 mm nominal size dense wearing course asphaltic concrete. The laying and finishing of the coated macadam shall be carried out so as to achieve a dense, smooth and even surface using a roller of not less than 12 tonnes mass.

227 Forming Banks and Filled Areas

The filling to be used in the embankments and filled areas shall be material selected from that arising from surplus excavation (unless otherwise defined in the Particular Specification), the material being placed according to its nature as shall be directed by the Engineer. The fill shall be placed in layers not exceeding 150mm thick, each layer being thoroughly compacted by an approved roller to the satisfaction of the Engineer.

228 Restoration of Borrow Areas, Spoil Tips and Quarries

Any spoil tips, quarries or other borrow area developed by the Contractor for the purpose of the Works shall be finished to safe and fair slopes to the approval of the Engineer.

229 Top soiling and Grassing

Where required surfaces shall be soiled with fine sifted soil or silt not less than 100 mm compacted thickness which shall be raked and brought to a fine tilth.

Surfaces required to be grassed shall be planted with approved local grass at a spacing of 200mm x 200mm. The grassed area shall be replanted if the first or subsequent operation is unfruitful or if for any reason the grass is destroyed. Grassed areas shall be watered and attended until the grass has become well established.
The soiling and planting of the grass in slopes shall be carried out immediately the slope is formed

and the grass shall be kept weeded and cut until the work is accepted at the time of the Certificate of Completion.
The Contractor shall supply attendance during the Defects Liability Period to ensure that all planted grass is kept weeded and cut, and if necessary watered.

230 Free Draining Fill

Free draining fill for use as backing to wall shall consist of sound hard stone or broken rock or concrete derived from demolition of structures. The particles shall be roughly cubiform and shall be between 75mm and 25mm in size. All smaller particles, Dust, rubbish and organic matter shall be excluded.

231 Hard-core

Hardcore shall consist of sound hard stone or broken rock or concrete derived from excavations or demolition of structures and shall be graded from 150mm to 50mm in size, except that sufficient but not excessive blinding materials of smaller sizes may be permitted at the discretion of the Engineer.

SECTION 3. CONCRETE WORKS – GENERAL

301 Scope

This Specification applies to structural concrete in small structures such as manholes, chambers and superstructure elements of small building works. This specification also applies to concrete in thrust blocks, blinding, supports, fill etc

302 Concrete

302.1 Classes

This Specification includes 4 grades of concrete
Grade CI5
Grade C20
Grade C25
Grade C30
The grade refers to the 28 day characteristic strength in N/mm2

302.2 Composition

The concrete composition shall generally conform to the requirements of the prescribed mix design, as set out in BS 5328 Tables I and 2. Small quantities of concrete may with the approval of the Engineer be batched in accordance with the Table 3.1 of Nominal Mixes

Table 3.1 Nominal Mixes

Grade of concrete	Approx. volume of Aggregate m3 per m3 concrete		Approx. cement per m3 finished concrete in bags (each 50 kg)	Remarks
	Fine	Coarse		
Cl5	0.450	0. 900	5	Aggregate max. size to be 20 mm. Fine aggregate to Zone M of BS 882 Water not to exceed 28 litres per 50kg of Cement
C20	0.400	0.875	6	
C25	0.375	0.825	8	
C30	0.350	0.725	11	

302.3 Structural Concrete

Structural concrete shall be Grade C20, C25 or C30, as shown on the drawings. The cement content shall not be less than 320 kg per cubic metre and the water/cement ratio shall not exceed 0.55 (27.5 litres per 50 kg of cement). The slump shall be 50 mm +/- 15mm when tested to BS 1881.
Unless otherwise approved by the Engineer, the fine aggregate shall comply with Zone M or Zone F of BS 882. Coarse aggregate shall be 20 mm max size. The proportions of the mix shall be approximately as shown in the Tables 1 and 2 of BS 5328 but these proportions may be varied to obtain the specified strength requirements. Admixtures may not be used in ordinary structural

concrete. A trial mix of the concrete to be used shall be made in the presence of the Engineer's Representative sufficiently in advance of the commencement of concreting to permit the 28 day compression test result of the cubes taken from the mix to the approved by the Engineer's Representatives. 28 day compression cube tests shall be carried out taking one sample for each 20 m3 of concrete placed with a minimum of one sample per day. Three cubes are to be cast from each sample. If more than 5% of test results fall below the specified characteristic strength when tested to BS 1881, adjustments to the mix shall be made in order to obtain the strength required and the Engineer may require concrete already placed to be made good as described in this Specification.

302.4 Cement

Cement for normal concrete shall be Ordinary Portland or Rapid Hardening cement to BS 12 or shall be CEMI-32.5, CEMII-32.5 or CEMIV-32.5 or higher strength grade in accordance with Kenya Standard KS 1725 Part 1 and Part 2. Cement for Sulphate resisting concrete shall be Sulphate resisting cement to BS 4027. Cement which is not fresh and dry before mixing shall not be used in the Works.

302.5 Water

Water shall be potable

302.6 Aggregates

Fine aggregate shall be clean natural sand. Coarse aggregate shall be crushed stone, washed gravel or other inert granular material as approved by the Engineer.
All aggregates shall comply with the requirements of BS 882 and grading curves shall be provided for all aggregates used.

303 Reinforcement

Reinforcement shall comply with BS 4449 and shall be bent in accordance with BS 4466. Fabric reinforcement shall be made from cold-drawn high tensile steel and shall comply with BS 4483. Reinforcement which is rusted shall be wire brushed before use to remove mill scale.

304 Formwork

304.1 Requirements

Formwork shall be accurately formed and shall be of sufficient strength and rigidity as to carry the weights and pressures of the concrete without deformation. It shall be tight so as to avoid the loss of grout and shall be clean and free from damage.
“Rough Finish Formwork" shall consist of sawn boards or sheet metal panels and shall only be used where specified in the Bill to produce a rough finish.

"Fair Finish Formwork" shall produce a high standard of finish. Where not otherwise specified in the Bill of Quantities this formwork shall be used throughout the Works. It shall consist of wrought timber boarding 40 mm thick tongued and grooved, or framed plywood, and arranged in a uniform pattern.

304.2 Striking and Removal of Formwork

Striking of formwork shall be carried out having regard for the climatic conditions prevailing, and shall be 'undertaken at the sole risk of the Contractor. Where premature removal of formwork takes place and deformation is apparent, with or without distress in the concrete, the work shall be made good as described in this Specification. The following striking' times are included as a guide for normal conditions and shall be treated as a minimum requirement:

Suspended Slabs	(props left under)	5 days
Ditto	(props removed)	10 days
Beam soffits	(props left under)	9 days
Ditto	(props removed)	19 days
Sides of beams, walls and columns		1 day

All exposed concrete arrises are to have 20mm x 20mm chamfer unless otherwise shown on the drawings.

305 Concreting
305.1 Requirements
The finished concrete shall be dense durable and free from cracks and honeycombing.

305.2 Mixing, Transporting and Placing
All concrete shall be made in a mechanical mixer. Concrete shall be placed within 30 minutes of completing the mixing or agitation. Mixing may be continued in the mixer or agitator up to a maximum period of 90 minutes and for not less than the period required to achieve an even consistency of the mix. All concrete shall be compacted by a mechanical vibrator and a slump test shall be carried out on each batch mixed, unless otherwise approved by the Engineer's Representative.

305.3 Concreting in difficult weather conditions
Concreting during hot or cold weather conditions shall comply with the established requirements of good practice. During wet weather adequate covering shall be provided to both materials and concrete.

305.4 Curing
All concrete shall be properly cured for 7 days, by wetting or by use of an approved curing membrane.

305.5 Finishes to Concrete
All exposed faces of concrete shall be hard, smooth and free from honeycombing and other blemishes. All projections shall be rubbed down with carborundum stone. The normal finish to slabs and screeds, unless otherwise specified, shall be formed by wood floating the accurately leveled or screeded surface.

305.6 Making Good
Any section of the work which, in the opinion of the Engineer, does not conform to the requirements or clear intent of this Specification, or to the requirements of established good practice, shall be made good or removed and replaced as directed by the Engineer at the expense of the Contractor.

306 Ready Mixed Concrete
Ready mixed concrete shall comply with the requirements of this Specification and to those other requirements of BS 5328 which do not conflict with the Specification.

307 Granolithic Concrete
Granolithic concrete shall conform to the recommendations laid down in the "Specification for Granolithic floor toppings laid on in-situ concrete" as published by the Cement and Concrete Association with special reference to monolithic construction.

308 Concrete Benching
Concrete benching shall consist of structural concrete, as herein specified, placed to a low workability and finished while still green with 50 mm Grade C25 fine concrete using a maximum aggregate size of 10 mm and steel trowelled to a smooth dense finish to the concrete contours.

309 Precast Concrete Units
309.1 Requirements
Precast concrete units, unless otherwise stated, shall be obtained from an approved manufacturer and shall be true to dimension and shape with true arrisses and with perfectly smooth exposed faces free from surface blemishes, air holes, crazing and other defects, whether developed before or after building-in. They shall comply with the appropriate BS. In addition, the following requirements particular to the various units shall be complied with:

309.2 Kerbs
Precast concrete kerb shall conform to BS 340, except that coarse aggregate shall conform to BS 882. Fine aggregate shall consist of sand resulting from the natural disintegration of rock.
Approved air-entraining agents may be permitted to be used providing that approved adjustments are made to the mix with regard to water and fine aggregate proportions In such cases the moisture absorption limits set out in BS 340 may be neglected subject to the concrete satisfying an approved freeze-thaw test based on thirty cycles of exposure.

309.3 Flags
Flags shall conform to BS 368

309.4 Other Blocks
Blocks used for building work shall conform to BS 6073/2028.

SECTION 4 PIPELINES, PIPEWORK
Section 4A. Materials

401 General
401.1 Equivalency of Goods, Materials and Plant
Wherever reference is made in the Contract, including Specifications, Drawings and Bill of Quantities, to specified manufacturers or suppliers for the supply of goods, materials and plant for the Works, goods, materials and plant from no alternative manufacturers and suppliers will be permitted, unless otherwise expressly stated in the Contract, providing these other goods, materials and plant are substantially equal or of a higher quality than those of the specified manufacturer or supplier and are approved in writing by the Engineer. Differences between the specified goods, materials or plant and the proposed alternative shall be described in writing by the Contractor and submitted to the Engineer, together with such manufacturer's or supplier's technical literature and samples as the Engineer may reasonably require. At least 28 days prior to the date when the Contractor desires the Engineer's consent. In the event the Engineer determines that such proposed alternative goods, materials or plant do not ensure substantially equal or higher quality, the Contractor shall obtain the goods, materials or plant from the manufacturer of supplier specified in the Contract.

401.2 Materials

Any material which will come into contact with potable water or water to be used for potable supply shall comply with the UK regulations on the use of materials for potable water supply. Water Supply (Water Quality) Regulations 1989 and 15th Statement of the Department of Environment Committee on Chemical and Materials of Construction for use in public water supplies and swimming pools, published by the Department of the Environment, UK or national standards adopted for use in Kenya.
401.3 Approval

As soon as possible after commencement of the Contract, the Contractor shall submit to the Engineer for his approval a list of his proposed suppliers, sources of materials and proposed standards. No materials, plant or equipment shall be procured for the Contract without first obtaining the Engineer's approval. Samples of materials shall be submitted to the Engineer for approval as required by the Engineer. Materials subsequently supplied shall conform to the quality of the samples which have been approved by the Engineer. No standards, method of manufacture or specification shall be changed without the approval of the Engineer. Where possible, plant shall be supplied to the same standards or to compatible standards.

The Contractor shall provide secure storage for all samples submitted to the Engineer.

401.4 Dimensions

Plant and materials shall be supplied to the general arrangements and dimension, or to suit the dimensions, shown on the Drawings or otherwise indicated in the Contract. Where no such

dimensions are shown the Contractor shall be responsible for sizing the Plant. Any redesign, extra design, additional construction or any other costs resulting from the use of Plant to other arrangements or to other dimensions shall be the responsibility of the Contractor.

401.5 Packaging and Protections
All items shall be adequately crated or packaged to withstand damage and prevent deterioration due to shipping, handling and storage. The methods of protection and shipping shall be to the approval of the Engineer.

401.6 Marking
All Plant shall be marked in accordance with Clause 5 of BS EN 545 and Clause 37 of BS 5163. Before shipping, all items shall be clearly marked. Crates or packages shall be marked on two sides with indelible paint with the name of the project, the Employer and the Contract number shall bear marks indicating the contents.

401.7 Receipt, Storage, Handling and Transportation
Plant, equipment and materials shall be stored in such a manner as to preserve its quality and condition to the standards required by the Contract. The Engineer shall refuse to accept or shall reject any materials of Plant that in his opinion is defective or otherwise fails to comply with the standards required by the Contract. All such defective items shall be removed from the Site as directed by the Engineer. Repairs shall be carried out in accordance with procedures approved by the Engineer and shall be completed to the Engineer's satisfaction.

401.8 Manufacturer's Certificates
The Contractor shall furnish the Engineer with a manufacturer's certificate conforming compliance to the specification in respect of all items of Plant, equipment and materials. The original and one copy of the manufacturer's certificate shall be delivered to the Engineer not later than 14 days prior to the intended date of delivery of the item to Site.

401.9 Proprietary Materials
Proprietary materials shall be supplied in suitable containers and in appropriate batch sizes for the work to be undertaken. The containers shall be marked with the following information:

i. Storage instructions
ii. The manufacturer's name
iii. Shelf life and dates of manufacture
iv. Material identification
v. Batch reference number
vi. Net weight
vii. Mixing instructions
viii. Any warnings or precautions concerning the contents and their safe use.

The Contractor shall supply with each consignment of proprietary material delivered to the Site, certificates furnished by the manufacturer or his agent stating:

i. The manufacturer's name and address
ii. The agent's name and address where applicable
iii. Material identification
Batch reference numbers, size of each batch and the number of containers in the consignment
v. Date of manufacture.

401.10 Rejected Materials
Should any item of plant, materials or manufactured articles be in the judgment of the Engineer, unsound or of inferior quality or in any way unsuited for the purpose in which it is proposed to employ them, such items, materials or manufactured articles shall not be used upon the Works but shall be branded, if in the opinion of the Engineer this is necessary, and shall forthwith be removed from the Site.

402 Samples and Storage of Materials

Where required by the Engineer the Contractor shall submit to the Engineer for approval samples of pipes, fittings and materials prior to procurement. The Contractor shall only store pipe, fittings and other material at places approved by the Engineer and shall at all times provide adequate supervision and watchmen to prevent theft or damage. Any loss or damage incurred will be the Contractor's responsibility.

Pipes shall not be stacked higher than recommended by the manufacturer. The area on which the pipes are to be stacked shall be free draining, the grass or other vegetation shall be kept cut and suitable timber cradles shall be provided on which the pipes shall be laid. End stops to all stacks shall be provided.

Fittings and valves shall not be stacked more than one tier high and they shall be supported off the ground by suitable timbers.

Air valves, rubber joint rings, gaskets, bolts and similar fittings and materials shall be kept in approved locked premises and such fittings and materials shall not be distributed to the trench side until immediately prior to laying, fitting, jointing or assemble thereof. All rubber joint rings and gaskets must be stored in a cool damp location and all fittings and materials shall at all times be stored in the shade under cover and protected from the weather to the satisfaction of the Engineer.

403 Flanges

Flanges shall be faced and drilled to conform to the dimensions specified in BS 4504. Flanges shall be compatible with the pressure rating of the adjacent pipe work or as stated on the drawings. Bolts, nuts and washers (two washers per bolt) shall be to BS EN 1092-3; 2003. No bolt shall project less than two full threads beyond its nut after tightening. In no circumstances shall the shortening of excessively long bolts by cutting be allowed.

Gaskets shall comply with replaced by BS EN 1514 (1997) and replaced by BS EN 681-2 (200) and BS 681-1 (1996) Type W. Flanges shall be painted with two coats of epoxy resin paint. Puddle flanges shall be fitted to all pipe work passing through water-retaining structures and manholes greater than 2.5m deep.

404 Mechanical Couplings

Unless otherwise specified or shown in the Drawings pipes and fittings shall be supplied with flexible joints. Mechanical couplings shall be of the Dresser, Viking Johnson type without a centre register. Joints rings used shall be of the ethylene propylene rubber (EPDM) or other material approved by the Engineer. All mechanical couplings and flange adapters including nuts, bolts and washers shall be supplied with 'Rilsan' nylon thermoplastic polyamide applied by fluidized bed dipping or similar approved.

405 Materials for the Assembly of Flexible Joints

Lubricant shall be of a kind not conducive to the growth of bacteria and shall have no deleterious effects on either the joint rings or pipes. Lubricants for water supply shall not impart to water, taste, colour, or any effect known to be injurious to health.

406 Ductile Iron Pipes

406.1 General

Ductile iron pipes and fittings for water supply shall comply with BS EN 545 (1995). Pipes and fittings shall have spigot and socket joints unless otherwise specified. Pipes shall be class K9. Spigot and socket flexible joints shall be of the push-fit type with gaskets of ethylene propylene rubber (EPDM). The Contractor shall supply 5% of the straight pipes suitable for cutting on site and these shall be clearly marked.

406.2 Corrosion Protection

Pipes and fittings shall be protected externally with an extruded polyethylene or polyurethane coating complying with DIN 30674 Part 1. Pipes and fittings shall be lined internally with centrifugally applied cement mortar and complying with DIN 30674. Joint areas shall be coated with epoxy or polyurethane to DIN 30674. All lining and coating materials shall be approved for contact with potable water by an internationally recognized body like the Drinking Water Inspectorate of UK.

407 Galvanised Steel Pipes

Galvanized steel pipes shall be medium duty manufactured to BS 1387.

408 Steel Pipes

408.1 General

Steel pipes shall be manufactured to BS EN 10224 or AWWA C200 and shall be suitable for the pressure ratings required by the Contract. Fittings shall conform dimensionally to BS EN 10224, AWWA 208-59 or AWWA M11. Unless otherwise specified or necessary to meet the requirements of the Contract steel pipes shall be manufactured as follows:

DN300mm and below shall be manufactured to minimum of Grade L235 or API 5L Grade B
DN350mm and above shall be manufactured to a minimum of Grade L275 or API 5L Grade X42.

The pipes and fittings of diameter 600mm or less shall be supplied with push-fit spigot and socket type joints with integral gasket of EPDM rubber or similar to BS EN 10224 or BS CP 2010. Pipes greater than 600mm shall be supplied with ends cut square suitable for use with flexible couplings and the external weld ground back sufficiently.

The Contractor shall supply 5% of the straight pipes as half length pipes (not exceeding 6m). Each pipe shall be supplied complete with a coupling for jointing.

408.2 Corrosion Protection

Steel pipes and fittings shall be protected externally at the manufacturer's works with fusion bonded epoxy resin in accordance with AWWA C213. Pipes greater than 600mm and all fittings shall also be lined internally with fusion bonded epoxy to AWWA C213. Pipes 600mm or less shall be lined with cement mortar to AWWA C205 or BS EN 10298. All lining and coating materials shall be approved for contact with potable water by an internationally recognized body like the Drinking Water Inspectorate of UK.

Where required by the Bills of Quantities, the Supplier shall also price for the provision of an alternative 3LPE coating to DIN 30670 or AWWA C215 of a triple wrap system of fusion bonded or sprayed epoxy primer, an intermediate polymer adhesive layer and an extruded high density polyethylene coating in general conformance with ISO/DIS 21809-1 Class B as appropriate.

409 Glass Reinforced Plastic (GRP) Pipes and Fittings

Glass reinforced plastic (GRP) pipes and fittings for sewers shall be high stiffness and shall comply with the relevant provision of BS 5480. The minimum pipe stiffness shall be 5,000 N/m2.

Pipes and fittings shall be marked in accordance with Clause II g. BS 5480.

Pipes shall only be cut by techniques which can be shown not to impair the pipes pressure regression performance. Where any pipe is cut the exposed fibres at the cut pipe end shall be resealed to prevent potential long term degradation. Methods of cutting and resealing exposed fibres shall be submitted to the Engineer for Approval. Elastomeric sealing rings and foils shall comply with BS EN 681.

On delivery to site and immediately prior to installation each pipe shall be visually inspected both externally, and where possible, internally for damage such as star cracking of the gel coat layer. Where any damage extends through the pipe wall the pipe shall be rejected or the damaged section cut out and replaced in accordance with repair methods approved by the Engineer. If in the Engineer's opinion the pipe is not suitable of repair it shall be rejected and removed from site.

410 uPVC Sewers and Pressure Pipes and Fittings

Unplasticised PVC pipes and fittings for water supply pressure pipes shall comply with British Standards 3505 current but also superseded by BS EN 1452 and 4346. They shall be obtained from an approved manufacturer and shall be minimum pressure rated (14 bars) unless otherwise stated.

Unplasticised PVC pipes and fittings for gravity sewers and drains shall comply with British Standards 4660 or 5481 and shall be obtained from an approved manufacturer. Restrained rubber

ring type push fit flexible joints shall be used unless otherwise stated. Solvent weld joints will not normally be permitted. Pipes and fittings shall be protected from the direct rays of the sun at all times by means of reflective cover sheets.

411 Concrete Pipes, Bends and Junctions

Concrete pipes, bends and junctions for use in sewers shall be made with Sulphate-resisting cement. Pipes, bends and junctions shall conform to the requirements of BS 5911 for the particular class of pipe required to be used. The internal dimensions shall be true and regular and the internal surface smooth and free from surface blemish. The actual diameter of the pipe shall be not less than the nominal diameter. All joints shall be of the gasket type with flexible spigot and socket approved by the Engineer. Gaskets shall be Elastomeric complying with BS EN 681.

The main pipe and branches of all junctions shall be of the same strength classification and shall have the same internal dimensions as the pipes with which they are to be used.
The pipes, bends and junctions delivered to the Site shall be certified by the pipe manufacturer to have complied with BS 5911, or other approved standard and one copy of the certificate shall be delivered to the Engineer before the goods are unloaded.
Unless otherwise specified pipes are required to be of Extra Strength; they may, unless otherwise specifically called for, be reinforced either with cast-in steel or by an external wrapping of Fibre glass and resin, applied by an approved manufacturer.
The Contractor shall provide all facilities for and shall carry out jointly with the Engineer (if so required) a full visual inspection of all pipes, bends and junctions for manufacturer's defects and other faults or damage. Before any pipe, bend or junction is laid it shall again be carefully examined and sounded with a wooden mallet. Any pipe found to be cracked or otherwise defective shall not be used on the Works.

Concrete pipes shall be internally coated with a 100 percent solids coal tar epoxy lining 70 percent minimum epoxy content. Coat thickness 300-micron minimum.

412 Polyethylene Pipes and Fittings

412.1 General

Polyethylene pipes up to nominal size 63mm for below ground use shall be coloured blue and comply with the relevant provisions of BS 6572. Polyethylene pipes for use in nominal diameters greater than 63mm shall be coloured blue High Density Polyethylene (HDPE) suitable for a working pressure of 14 bars.
The pipes shall be clearly and indelibly marked to show the name of the manufacturer, diameter, pressure class and date of manufacture.

House connection pipe work downstream of the manifold shall be PE80; all other HDPE pipe work shall be PE100.

412.2 Joints

Unless otherwise specified or approved by the Engineer polyethylene pipes shall be electrofusion welded. Joints between polyethylene pipes supplied from different manufactures or not manufactured from the same grade of polymer shall only be joined by electrofusion or by push fit mechanical couplings. Mechanical couplers and compression type fittings shall incorporate a serrated internal liner to support the pipe against compression loads exerted by the fitting and to prevent pullout under axial load.

Butt or socket fusion joint techniques shall only be applied between pipes supplied from single source and manufactured from the same grade of base polymer. Fusion welding of polyethylene pipes shall only be undertaken by skilled operatives using appropriate specialized tooling. Pipes to be jointed shall be free from contamination and care shall be used to protect fusion jointing operations from wind and against the effects of inclement weather. Mechanical jigs or other approved methods shall be used to ensure correct alignment of the pipe when making butt fusion joints. Details of fusion welding procedures including details of tools, operatives, materials and method statements shall be submitted to the Engineer for approval prior to any jointing.

Steel and iron pipe fittings shall comply with the relevant provision of BS EN 545 (1995) replaced by BS EN 10224 but also current.

413 Gate Valves

413.1 General

Valves for normal duty on water pipelines with pressure ratings up to PN25 shall be key operated cast iron flanged gate valves for waterworks purposes generally complying with the requirements of BS 5163 (Type B). All Gate Valves shall be supplied with a 10-year manufacturer's warranty.
Cast iron gate valves for pressure ratings to PN14 shall be cast iron flanged valves complying with BS 5150 replaced by BS EN 1171 (both BS 5150 and BS 5151) or cast iron parallel slide valves complying with BS 5151.
Butterfly valves for pressure ratings of up to PN14 shall be double flanged wafer type butterfly valves complying with BS 5155.
Unless otherwise specified valves for use on steel pipes shall be flanged, where butt-weld ends are specified valves shall comply with BS EN 1984, or BS EN 13709.
A bypass with gate valve forming an integral part of the valve shall be provided to all high pressure lines.

413.2 Wedge Gate Valves for Manual Operation

Valves up to and including DN 300 shall be of the resilient seal type and valves larger than DN 300 shall have metal seals.
Spindles shall be of the non-rising type and screwed so as to close the valves when rotated in the clockwise direction. The direction of closing shall be clearly cast on the valve cap or hand wheel as appropriate. The valves shall be constructed of the following materials:

body	-	cast iron;
spindle	-	forged bronze or stainless steel;
metal faces and seal	-	gunmetal.

The valves shall be suitable for the unbalanced head as specified or indicated in the schedules. Suitable gearing and anti-friction devices such as ball bearing thrust collars shall be provided as necessary to enable opening and closing by manual operation at the pressure stated, using an effort no greater than 26kg on the tee key or hand wheel supplied. Hand wheels shall not exceed 500mm diameter. A bypass with gate valve forming an integral part of the valve shall be provided where recommended by the valve manufacturer for the pressures specified.

Gearing on valves of DN 300 and less shall be enclosed in a sealed gearbox suitable for buried installation and operated with a tee key. Except where shown in the Drawings, all valves exceeding DN 300 shall be provided with bevel gearing and hand wheels. Valves to be used for washouts and isolating air valves shall have screwed seats.

Extension spindles shall be galvanized or stainless steel adequately supported with cast iron brackets, and of sufficient diameter to prevent any whiplash effect through twisting when being used to operate the valves. The spindles shall be capped for key operation. Valve caps shall be fitted with hexagonal set screws.

Valves shall be coated with an approved epoxy complying with DIN 30674. Keys for valve operation shall be of sufficient length so that the valves can be operated by a man standing, but shall not exceed 1.2m in length, and shall have a detachable cross bar.

414 Butterfly Valves

414.1 General

Butterfly valves shall conform to BS EN 593. All Butterfly Valves shall be supplied with a 10 year manufacturer's warranty.

414.2 Construction

Butterfly valves shall have a high grade cast iron body to BS EN 1561 designed to the specified working and test pressures. The pressure rating valve shall be cast in the valve body. The disc shall be of high grade cast iron to BS EN 1561 or nodular cast iron to BS 2789 to the defined working and test pressures. It shall have a convex shape designed to achieve low head loss characteristics. The

valve shafts shall be of stainless steel operating in self-lubricating bushes in the body.

The valve seat shall be of gunmetal to BS 1400. The sealing ring shall be a renewable Ethylene Propylene Diene Monomer (EPDM) rubber attached to the disc edge by a sectional bronze retaining ring to form a resilient and durable seal.

The valves shall be fitted with hand wheel actuators not exceeding 500mm diameter incorporating gearing to allow opening and closing by manual operation at the pressure stated using an effort no greater than 36kg on the hand wheel supplied.
In all cases the gearing shall be designed to close the valve, from fully open to fully closed in a period of not less than ten minutes with this effort. Actuators shall be designed so as to close the valves when the hand wheel is turned in a clockwise direction; the direction of closing shall be clearly cast on the hand wheel. Position indicators shall be fitted to all actuators.
Where required valves shall be electrically actuated with a manual override. Remote actuation shall be provided with a visual indication of valve open, valve closed and percentage opening together with fault indication.

414.3 Valve Performance
A performance curve, relating percentage valve travel, open area and discharge coefficient shall be submitted to the Engineer. The head loss coefficient with valve fully open shall be defined.

414.4 Testing
All valves shall be tested in accordance with BS EN 593 and pressure and material test certificates shall be submitted to the Engineer for approval.

415 Air Valves
Air valves shall be either:

Single (small) orifice valves (SAV), for the discharge of air during the normal operation of the pipeline.

Double orifice valves (DAV), consisting of a large orifice and a small orifice. These shall permit the bulk discharge of air from the main during filling and air inflow when emptying in addition to the discharge of small quantities of air during normal operating conditions.

Air valves shall be supplied with an independent isolating butterfly valve (DAV) or cock (SAV) which permits the complete removal of the air valve from the main, without affecting the flow of water in the main.

Each air valve assembly shall be suitable for connection to a flange on the pipeline.
At the connection between the air valve and its isolating valve a BSP tapping shall be made suitable for fitting of a pressure gauge. All tapings shall be sealed by a brass plug and copper compression ring gasket.

Air valves shall operate automatically and be constructed so that the operating mechanism will not jam in either the open or closed positions.

416 Non-Return Valves
416.1 Swing Check Valves
Non-return valves shall be suitable for waterworks purposes and shall be manufactured to comply with the general requirements of BS EN 12334. They shall be double flanged type, non-slamming and recoilless on flow reversal.
Valves of DN 700 and larger shall be of the multi-disc type or tilting disc type. The valves shall have a high grade cast iron body and cover to BS EN 1561 Grade 220/260 with gun metal nickel bronze alloy door seating. The hinge pin shall be of stainless steel carried on non-corrodible bearings.

416.2 Nozzle Check Valves
Nozzle check valves shall be slam free closing with a streamlined cross section as manufactured by Mannesmann Demag or similar.

417 Flow Control Valves

Flow controls unless otherwise specified shall be butterfly valves. They shall be installed complete with a headstock and position indicator showing the degree of opening.

418 Pressure Reducing Valves

Pressure reducing valves shall automatically reduce a higher inlet pressure to a steady lower downstream pressure regardless of changing flow rate or varying inlet pressure. The valve shall be a hydraulically operated pilot controlled diaphragm type, globe or angle valve. The Kv loss factor of the standard valve throttled to 5% opening should be less than 3% of the Kv factor of the fully open valve. This data should be backed by a hydraulic test report. All valve components shall be accessible and serviceable without removing the valve from the pipeline. Stainless steel nuts and bolts shall be used in assembly of the PRV for corrosion protection.

The critical cavitation coefficient of the PRV will be Less than 1.5. The minimal upstream opening pressure should be at least 5 m pressure. The minimal pressure differential for valve closure should be less than 2 m pressure.

The downstream pressure in steady-state conditions should have an accuracy of +0.5 m pressure (0.05 bars) of the set-value at high, as well as near-zero demand flow rates.

The valve should regulate to a steady, pre-set downstream pressure, regardless of flow or supply pressure variations. The gain of the valve in low travel should be so that the Kn/Kv < Tn/To (Kn is the Kv at travel Tn. To is the complete valve travel). The main valve shall have a single removable seat and a resilient disc.

419 Ball Float Valves

Ball float valves which are to be installed within reservoirs shall be the delayed action type to eliminate inflow at small valve openings. They shall be fitted with a stilling chamber, auxiliary float valve and inlet bellmouth with regulating valve. The main valve shall be fitted with a long actuating lever to provide a long float travel for slow valve closure.

Valves shall be of the right angle pattern type with flanged inlet and have a resilient synthetic rubber disc which forms a drop tight seal against a removable seat insert. Valves shall be free of cavitation and vibration under the specified working conditions. Flanged tapers shall be provided on the inlets as necessary to suit the size of valves proposed.
Valves shall be capable of withstanding the maximum static pressure and of passing the maximum flow rate shown. Orifice plates shall be provided as necessary to absorb excess working pressure at the initial flow rates indicated.

The pressure rating of the valve shall be cast into the body of the valve.

420 Constant Flow Valves

Constant flow valves shall maintain a constant rate of flow regardless of fluctuations in upstream pressure.

Valves shall be hydraulically operated, diaphragm actuated globe pattern. They shall have a resilient synthetic rubber disc which forms a drop tight seal against a removable seat insert. The diaphragm assembly and valve stem shall be fully guided at both ends by bearings in the valve cover and valve seat. The diaphragm shall consist of nylon fabric bonded with synthetic rubber. Packing glands and stuffing boxes are not permitted and there shall be no pistons operating the valve or pilot controls.

The pilot control shall be direct acting diaphragm valve designed to close when the actuating differential increases beyond the spring setting. The actuating differential pressure shall be produced by a thin edged orifice plate installed in an orifices flange downstream of the valve.
Any necessary repairs to the valve shall be accomplished without removing the valve from the main.
Valves shall be sized to pass the maximum continuous flow stated on the drawings at the working pressure given. The pressure rating of the valve shall be cast into the body of the valve.

421 Surface Boxes and Chamber Covers

Surface boxes and chamber covers shall be either Reinforced Concrete or Polyresin.

Surface boxes over gate valves shall be hinged and chained and shall generally comply with BS 5834.
In roads, tracks, verges: Heavy duty with 150 x 150mm nominal clear opening.
In fields and areas subjected to light wheeled or pedestrian traffic: Medium duty with 150 x 150 mm nominal clear opening.

Surface boxes for hydrant chambers shall have a 150 x 150mm clear opening and shall comply with BS 750 and shall be suitable for heavy traffic loading.

Covers to air valve and other chambers shall be to the dimensions and loading requirements shown on the Drawings or as stated in the Bill of Quantities.

Covers shall be suitable for the following maximum safe centre static loads:

Light duty	- 250kg
Medium duty	- 1500kg
Heavy duty	- 5000kg

Where applicable, covers shall comply with BS EN 124 or other appropriate Standard.
Lifting keys shall be provided for each type surface box or cover supplies. One set of keys shall be provided for every ten surface boxes or covers subject to a minimum of ten sets of keys or the actual number of covers if less than ten.

422 Gully Gratings and Frames

Road gully gratings and frames shall be of approved type and manufacture in cast Grey Ductile Iron and shall be of Heavy Duty Non-Rocking Pattern designed for wheel load of 11.5 tonne and generally in accordance with BS EN 124. Single gullies of nominal size 1050mm x 750mm. Inlet gratings of other plan dimensions shall have a minimum water way area of 49% of the total inlet grating area. Gully frames shall be set in cement mortar and haunched with Class C25 concrete. It shall be the Contractor's responsibility to establish the finished road levels from the appropriate authority and fix the gratings accordingly.

423 Manhole Safety Chains

Mild steel chain shall be 8 mm nominal size Grade M (4) non-calibrated chain, Type 1, complying with BS withdrawn. After manufacture, mild steel safety chains shall be hot dip galvanized in accordance with BS EN 124.

424 Manhole and Chamber Access Covers

The manhole and chamber access covers shall comply with BS 497 Part 1 and be obtained from an approved manufacturer and shall be to the internal minimum clear opening as detailed in the Contract.
All manhole and chamber access covers in road shall be to an approved Heavy Duty pattern and in footpaths shall be medium/heavy duty unless otherwise specified. The frame and lid shall have key holes formed with sealed pockets underneath to prevent ingress of sand, grit and surface water and shall be of an approved non-rocking pattern. The covers and frames shall have accurate seating faces to prevent rocking and the ingress of sand or water, and it shall be tight fitting to resist overflow conditions or unauthorized removal. The seating faces shall be coated with graphite grease before installation of the cover.

A supply of keys for use with every type of manhole cover and surface box shall be handed over by the Contractor at the completion of the Contract on the basis of one set of keys for each 50 covers or part thereof.

Manhole and chamber cover frames shall be set in cement mortar and haunched with Class C30/10 concrete and shall be set to the camber or fall of the finished road surface. It shall be the Contractor's responsibility to establish the finished road surface levels from the appropriate

authority and to fix the covers accordingly.

425 Manhole Step Irons

Manhole step irons shall be of galvanized malleable iron and shall conform in all particulars to BS EN 13101.

SECTION 4B. PIPELINE CONSTRUCTION

426 General

This section covers the installation of all types of gravity flow pipelines.
The pipelines shall be constructed in accordance with BSCP 2010

4.02 Pipes and Fittings

Pipes and fittings shall be of the type shown on the Drawings and shall comply with the following standards and requirements:

426.1Concrete and Clayware and Fittings

Concrete and Clayware pipes and fittings shall comply with the appropriate standards listed below:-

BS65	Clay drain and sewer pipes and fittings
BS 1194	Concrete porous pipes for under drainage
BS 1196	Clayware field drain pipes
BS 5178	Prestressed concrete pipes for drainage and sewerage
BS 5911	Concrete cylindrical pipes and fittings

426.2 Asbestos Cement Pipes and Fittings

Asbestos cement pipes and fittings shall comply with BS 3656

426.3 Steel, cast Iron and Ductile Iron Pipes and Fittings

Steal and ductile iron pipes and fittings shall comply with the following standards:

BS 437	Cast iron and socket pipes and fittings
BS 534	Steel pipes and specials for water and sewerage
BS 4772	Ductile iron pipes and fittings

Steel pipes which are to be welded shall have the ends prepared by the manufacturer to suit the type of welded joint to be used.

426.4 Unplasticised PVC and GRP Pipes and Fittings

Unplasticised PVC pipes shall comply with BS 4660 or BS 5481 as applicable for drain pipes.
GRP pipes and fittings shall comply with BS 5480.

427 Topographic Surveys

Topographic surveys along pipeline routes shall be either: -
Plan and profile surveys, or
Line and level traverse surveys,
As instructed by the Engineer.

Plan and profile surveys shall cover a strip of 10.0m wide centrally on the proposed centre line of the

pipeline. The survey shall be carried out in accordance with the specification detailed in Clause 106.

Line and level surveys shall comprise a traverse line along the centre line of the pipeline as established by the Engineer.

428 Handling and Transport of Pipes and Fittings

The loading, transporting, unloading and handling of pipes and fittings shall be carried out such that no damage is caused, all in accordance with the recommendations of the manufacturer and to the approval of the Engineer. The use of lifting hooks is not permitted. Pillows shall be provided between lashing (ropes, wires or chains) and the pipes. All cradles and lashings shall be of such widths as to prevent damage to the coating of the pipe, or distortion of the pipes.

Valves and fittings shall be transported in timber packing and where possible in the manufacturer's original packaging.
Protective cover and other protective materials provided by the manufacturer shall not be permanently removed until immediately prior to installation.

In the event of any damage being caused to a pipe, the Engineer shall determine whether damaged piece shall be replaced or repaired. Repair to coating only shall be allowed and shall be as directed by the Engineer.
In all instances when along trench sides, ferrous pipes shall be supported within 1 metre of either end on sand filled bags such that no part of the wall of the pipe touches the ground, and in the case of pipes over 6 metres long with additional central sand bags.
When pipes are being loaded into vehicles care shall be taken to avoid their coming into contact with any sharp corners such as cope irons, loose nail heads, etc. Whilst in transit, pipes shall be well secured over their entire length and not allowed to project unsecured over the tailboard of the lorry. Pipes may not be offloaded from Lorries by rolling them, suitable carnage shall be used. Pipes shall not be rolled or dragged along the ground.

429 Stringing and Examination of Pipes Prior to Laying

All DI and Steel Pipes and their coatings and linings shall be carefully inspected on Site prior to laying.

Inspection of the pipe will be made by the Engineer after delivery and again immediately prior to laying. Any pipe shall be subject to rejection at any time on account of failure to meet any of the Specification requirements, even though pipes may have been accepted as satisfactory at the place of manufacture. Pipe rejected after delivery shall be marked for identification and shall immediately be removed from the site.

All pipe or fittings shall be examined before lying and no piece shall be installed which is found to be defective. Any damage to the pipe linings or coatings shall be repaired as directed by the Engineer. Handling and lying of pipe and fittings shall be in accordance with the Manufacturer's written instructions and as specified herein.
Before lowering into the trench or placing in position each ductile iron pipe or casting shall be slung and sounded with a mallet to test for hair cracks. Pipes that do not ring true will be discarded.
All cement mortar linings shall be visually inspected for defects such as cracking or spalling and crack widths shall be measured to confirm that width is such that natural re-sealing will occur once put into service; otherwise cracks as well as any spalling shall be made good before laying in accordance with the manufacturer's written instructions.
All epoxy linings and all coatings shall be subjected to holiday detection tests, in accordance with NACE RP 0490, the voltage of the holiday detector being selected appropriate for the material and its thickness. No pipe shall be laid having failed the holiday tests until the defective area is made good in accordance with the manufacturer's written instructions and retested satisfactorily before use.
All pipe and fittings shall be thoroughly cleaned before laying, and shall be kept clean until they are used in the work, and when laid, shall conform to the lines and grades required. Pipe shall not be laid unless the trench is free of water and in a satisfactory condition. Ductile iron pipe and fittings

shall be installed in accordance with the requirements of AWWA C600 except as otherwise provided herein. If any defective pipe is discovered after it has been laid, it shall be removed and replaced with a sound pipe in a satisfactory manner by the Contractor, at his own expense.

When laying is not in progress, including any work break exceeding 30 minutes, the open ends of the pipe shall be closed by watertight plugs or other approved means. Good alignment shall be preserved in laying. The deflection at joints shall not exceed that recommended by the Manufacturer. End caps shall not be removed until such time as the pipe is to be inspected and laid.

Where the pipeline crosses roads, tracks or any other access or where directed by the Engineer, the Contractor shall place the pipes so that access to the public is not in any way prohibited.
Shortly before laying or fixing any valve, pipe or fitting, the Contractor shall examine each valve, pipe and fitting to ascertain that there is no damage or defect. The Contractor shall give the Engineer not less than 48 hours' notice of his intention to undertake such examination. The Contractor shall not lay such pipes and fittings until he has received approval from the Engineer.

Linings shall be inspected prior to laying and any defect made good.

430 Laying Pipes

Immediately before any pipe is lowered into the trench the plug shall be removed from the end of the last pipe laid and the new pipe shall be carefully lowered into the trench.
Each pipe and fitting shall be laid true to alignment curve and gradient in accordance with the Drawings or as directed by the Engineer. The minimum gradient shall not be flatter than 1 in 500. Pipes shall be boned to gradient and sight rails shall be provided for this purpose at intervals not exceeding 50m and at all changes in grade. No dips or summits shall be permitted other than as shown on the Drawings.

430.1 Embedment and Compaction

All ductile iron and steel pipes shall be embedded using a sand or coarse grained soil with less than 12% fines, which if necessary shall be imported if excavated material is found to be unsuitable:

In areas prone to water logging or where specifically called for on the Drawings or in the Bills of Quantities a single size or graded gravel shall be used as a special lower bedding, with grading as indicated below.

Nominal Pipe Diameter (mm)	Grading for Special Lower Bedding [to ASTM Sieve Sizes]	
	Single size Gravel	Graded gravels
< 200	10 or 14 single-size gravel	14 to 5 graded
200 to 500	10, 14 or 20 single-size gravel	14 to 5 graded or 20 to 5 graded
> 500	10, 14, 20 single-size crushed rock, or gravel	14 to 5 graded or 20 to 5 graded

The suitability of as-dug trench material as an embedment material and where imported, the source shall be approved by the Engineer. Any delays as a result of not seeking this approval in good time shall be entirely to the Contractor's account
All layers of the embedment shall be thoroughly compacted, and shall not exceed 150 mm and be raised evenly on both sides of the pipe as it is placed. A minimum compaction of 90% MPD shall be achieved at all times, this being confirmed by sampling and testing at intervals on different levels of embedment at intervals of not more than 50 m with testing in accordance with BS 1377 or ISO 22476 using the "sand replacement" method.

Should any results fail to achieve this absolute minimum level, then the pipes, embedment material and layer shall be removed for an equal distance on either side of the failed test, the total distance being equal to the length between adjacent sampling locations, and re-laid appropriately but with compacted layer thickness halved. In addition, the distance between sampling and testing shall also be halved until in the opinion of the Engineer's Representative a sufficient number of consecutive

passes allows both individual layer thickness and the distance between sampling and testing to be returned to the previous thickness and spacing.
All backfill soil above the embedment shall be free from clay lumps, boulders and rock fragments greater than 50 mm and as far as practicable, given the nature of the soil, 90 % MPD shall be attained. However, this requirement may be relaxed to 85% MPD by the Engineer's Representative if he considers the circumstance warrant it.

430.2 Pipes Laid in Trench

Pipes and fittings laid in trench shall have at least the minimum cover stated in the Drawings.
Long radius curves in buried pipelines shall be negotiated by deflections taken up in the joints of one or more pipes. The deflection at joints shall not exceed 75% of the manufacturer's maximum specified limits. Designs have been based upon the use of 6m long pipes. If the Contractor provides longer pipes sufficient short lengths shall be provided to enable the proposed pipe curvature without additional bends or deep excavation.

Pipes shall not be dragged along the trench bottom. Pipes laid in trenches shall be laid and firmly bedded on an even and uniform bed. Where pipes are not laid on a granular bed, the bottom of the trench shall be smooth and free from stones or other projections.
Joint holes shall be excavated below the trench bottom and shall be as small as possible and shall be filled in and compacted after the pipes are laid and before the refilling of the trench is commenced.

430.3 Pipe Bedding and Surround

For polyethylene, uPVC and GRP pipelines, Class S bedding shall be used where the cover is equal to or greater than 1.0m. Where there is less than 0.6m cover, Class A concrete surround shall be used. In between the Engineer shall decide upon the bedding type dependent upon the assessed risk of damage to the pipe.

430.4 Pipes Laid Above Ground

Pipelines to be laid above ground shall be constructed of flanged ductile iron pipes with mechanical type expansion joints. Supports shall be provided at a maximum spacing of one pipe length and adjacent to the flanged joints.

The expansion joints shall compensate for a variation of ambient temperature between zero and 40° C on the adjoining pipeline. Anchorages shall be provided immediately uphill of each expansion joint and at each change in vertical and horizontal alignment. The ground/rock surface under the pipeline shall be re-graded as necessary to allow a satisfactory vertical alignment of the pipeline.

The Contractor may propose, as an alternative to the use of mechanical expansion joints, either of the following methods for accommodating thermal expansion:

A zigzag pipeline alignment whereby the thermal movement is accommodated by deflection of the bends.
A rigid form of construction with the thermal movement being constrained within the pipe walls by the use of substantial anchor blocks.

Joints shall be made in compliance with the manufacturer's instructions as approved by the Engineer. Care shall be taken to ensure the absolute cleanliness of the pipe ends and joint components. Only the recommended approved lubricants shall be used.
Jointing shall only be carried out by experienced personnel under close supervision by the Contractor.

The Contractor shall ensure that no dirty water or other extraneous matter is allowed to enter the pipes during or after lying. In the event of dirty water or extraneous matter entering the pipes the Contractor shall immediately carry out cleaning and disinfection as directed by the Engineer.

Except when necessary for jointing, the end of the last pipe laid shall be kept plugged to the satisfaction of the Engineer to prevent the ingress of dust, dirt, rocks and other debris.
The Contractor shall be liable for any damage caused to the Employer's Plant and apparatus or other equipment as a result of foreign matter of any kind not having been cleared out of pipelines before Taking-Over.
Pipe trenches shall not be backfilled until approved by the Engineer. Once approved trenches shall

be backfilled without delay to at least the minimum extent required for pressure testing.

431 Cutting Pipes

The edges of the cut pipes shall be clean, true and square. Ductile iron pipes shall only be cut with an approved mechanical pipe cutter in conformity with the pipe manufacturer's recommendations. The use of oxyacetylene flame cutter will not be permitted. The edges of the cut together with those parts of the pipes from which the coating has been removed shall be given two coats of bituminous paint and the internal lining repaired. When the cut pipe is to be inserted in a "Tyton" type joint it shall be bevelled for 10mm at 30° to pipe the axis.
Asbestos Cement, HDPE, uPVC and GRP pipes shall be cut with an approved mechanical pipe cutter and in conformity with the pipe manufacturer's recommendations. Where the cut end of the pipe is to be incorporated in a joint the pipe shall be turned down to the correct diameter required for forming the joint by and approved mechanical turning machine. The length of turning shall be accurately bevelled by mechanical means to the dimensions specified in the manufacturer's recommendations.

Steel pipes shall be cut by using a mechanical pipe cutter approved by the Engineer. The use of an oxyacetylene flame cutter will not be permitted. The edges of the cut shall be given two coatings of liquid epoxy compatible with the original coating. The external coating and the internal lining shall be repaired to the approval of the Engineer. The cut end shall be bevelled as required to suit the form of joint used. The cost of all cutting, trimming, chamfering, threading, etc, shall be included in the rates for laying and jointing the pipes.

432 Proprietary Joints and Couplings

Proprietary joints and couplings shall be assembled in accordance with the manufacturer's instruction as approved by the Engineer. Where pipes are laid above ground and jointed with bolted couplings the joint shall be protected against vandalism by sheathing with an approved heat-shrink moulding as manufactured by Raychem of Swindon UK or similar approved.

433 Flanged Joints

Flanged joints shall be made with two washers per bolt, one under the bolt head and the other under the nut. The tightening of the bolts shall be carried out in the sequence and to the torque recommended by the manufacturer. A torque wrench shall be used.
Buried flange joints shall be protected by painting with approved bitumen paint and by wrapping using 'Denso' paste, mastic tape and outer wrap, or similar approved materials all in accordance with the manufacturer's instructions as approved by the Engineer, unless supplied with epoxy coating and galvanized bolts.
Flanged adaptors and mechanical couplings shall have a RILSAN nylon coating applied by the manufacturer.

434 Steel Pipelines Welded Joints

If specifically required under the contract pipes shall not be welded. If permitted by the Engineer for particular conditions the Contractor shall submit to the Engineer a detailed method statement for constructing the pipeline using welded joints which shall include, but not be limited, to:
details of the Contractor's skilled labour and supervision staff who have direct experience in the construction of welded steel pipe;
(ii) details of the Contractor's plant to be deployed;
(iii) details of temporary staging, access and craneage;
(iv) procedure for construction of supports and anchorages, and welding joints;
(v) quality assurance proposals for testing the integrity of the welds.

These details shall be submitted to the Engineer for his approval not later than 21 days before the Contractor wishes to commence pipe lying.

All field welds shall be inspected visually with special attention given to the line up and down the root run or stringer beads. Nondestructive testing of the completed weld shall be carried our using radiographic methods with procedures in accordance with BS 2910.

On completion and inspection of joint welding, remedial works shall be carried out on the internal

lining and external coating. No more than five pipe joints shall be welded without completion of remedial works to joints.

435 Fixing Valves and Penstocks

Valves, penstocks and other fittings shall be securely fixed. Extension spindles and headstocks shall be properly aligned and fixed in a vertical position and valve caps shall be fixed securely using the locking nut.

436 Thrust and Anchor Blocks

Concrete thrust and anchor blocks shall be formed at bends tees and valves in accordance with the details shown on the Drawings or as directed by the Engineer. Excavation shall be made after pipe lying and the blocks concreted immediately after excavation. The back supports and blocks shall abut in to solid undisturbed ground with all loose material being removed before concreting.
No pressure shall be applied in any section of main until the concrete has achieved adequate strength and at least three day's curing.
Flexible joints shall not normally be cast in. Where the size of the block does not make this possible, additional flexible joints shall be provided no greater than half a pipe diameter beyond each face of the block.

437 Concrete Surround to Pipes

Where pipelines pass under streams and rivers or where directed by the Engineer, the pipeline shall be surrounded with concrete as shown on the Drawings.
Concrete surround shall be "broken" at all pipe joints to retain flexibility in the pipeline. No joints shall be concreted in without the prior approval of the Engineer.

438 Flotation of Pipelines

The Contractor shall ensure that flotation of the pipeline does not occur during construction. Sufficient backfill shall be placed over each pipe after laying and before testing to prevent flotation.

439 Pressure Rating

The pressure rating of pipes shall be as indicated on the drawing or Bill of Quantities or if not indicated then selected such that the maximum pressure in the pipeline inclusive of surge pressures shall not exceed the maximum allowable sustained working pressure rating of the pipe;
The surge pressure amplitude (the difference between maximum and minimum surge pressures) shall not exceed one half of the maximum allowable sustained working pressure rating of the pipe.

440 Testing of Water Supply Pipelines

All pressure pipelines shall be hydrostatically tested. Site test pressures shall be1.5 times the maximum working pressure or allowance pressure plus 5 bar whichever is the smaller measured at the lowest part of the pipeline, unless otherwise specified on the drawings.

The Contractor shall give the Engineer not less than 48 hours' notice of his intention to carry out a pressure test. Testing shall not commence without the Engineer's approval. Before a length of pipe is tested, each pipe shall be securely anchored. All thrust and anchor blocks shall have been constructed and, the barrel of each pipe shall be backfilled to the extent necessary to prevent flotation or movement of the pipeline and shall be not less than 600mm.
Normally joints shall be left exposed until pressure testing has been satisfactorily completed. Any need to backfill a pipeline before pressure testing shall not relieve the Contractor of his responsibility to excavate to locate and repair any leaks.

Pressure testing shall be carried out as the work proceeds in such lengths as are convenient but not exceeding 500m. The ends of the length of pipeline under test shall be closed by means of securely anchored caps or blank flanges. Pipeline valves shall not be used for this purpose. All washout valves shall be fitted with blank flanges and the valves opened before the commencement of any pressure test. At each air valve location, a special air release arrangement shall be provided to allow manual release of air during filling operations. Pressure testing shall not be carried out with permanent air valves in place. The pipeline to be tested shall be filled slowly with water in such a

manner that all air is expelled. Air vents shall be checked to ensure that no air is trapped at high points.
The pressure in the pipeline shall slowly be raised to the working pressure, the test pump disconnected and the pipeline left charged under pressure with air valves opened for a period of not less than 24 hours to allow air in the pipeline to be expelled and pipe linings and pipe walls of absorbent materials to become saturated. At the end of this period of time air valves shall be closed and the test pump shall be reconnected and the pressure in the pipeline raised to the test pressure and this pressure maintained for a period of 24 hours or such other period as directed by the Engineer.

Throughout this period the pressure in the pipeline shall not be allowed to fall or rise more than 6m head of water above the test pressure and this shall be accomplished by pumping water into or releasing water from the pipeline as required. The volume of water pumped into or released from the pipelines shall be carefully measured. At the end of the test period the pressure in the pipeline shall be adjusted to the test pressure by pumping water into or releasing water from the pipeline as required.

The apparent leakage from the pipeline shall be ascertained from the net volume of water that has been pumped into the pipeline during the test period. The permissible loss shall not exceed 2 litres per metre nominal bore per kilometer length per m head per 24 hours.

During the pressure test exposed joints shall be inspected and any leakage or seeping joints shall be remedied. All signs of leakage shall be remedied whether total apparent leakage from the pipeline under test is less than the apparent allowable leakage or not. Should any length of pipeline fail to pass the pressure test the Contractor shall at his own expense carry out all work necessary to locate and remedy the faults and to retest the pipeline until it satisfactorily passes the test.
A low pressure air test (not exceeding 0.3 bars) may be used as a preliminary joint tightness test prior to backfilling and hydrostatic testing. The water used for pressure testing shall be provided by the contractor and shall be free from impurities and of such a quality which will not pollute or injure the pipeline. The Contractor shall be responsible for obtaining the water, transporting it and for its safe disposal on completion.

441 Cleansing and Sterilizing of Pipelines

After the pipelines have been completed and pressure tested satisfactorily as herein specified the Contractor shall flush out and cleanse the pipelines. Where water is provided by the Employer, the cost of this will be reimbursable under a provisional sum.

Diameters 300 mm and greater:
Pipelines shall be cleansed in sections and this shall be carried out by means of passing through polyurethane foam swabs. The swabs shall be to the approval of the Engineer.

Diameters less than 300 mm:
Pipelines shall be cleansed in sections by flushing with potable water, for a period of time to be decided by the Engineer's Representative.
Cleansing of any section shall be repeated as required by the Engineer's Representative in the event of the initial or subsequent operation not being to his satisfaction. The cost of such water shall be charged to the Contractor.
The Contractor shall supply all necessary equipment for the cleansing and sterilizing operations, including all swabs and swab detectors which shall be handed over to the Employer on completion of the Works.
Swabs shall be passed through pipelines at speeds of between 0.2 and 0.4 metres per second to obtain the best cleaning results with the minimum number of passes. Should it be apparent from the debris collected by the swab that damage to the lining has occurred, the Contractor shall be wholly responsible for repairing the lining to the satisfaction of the Engineer's Representative.

The swabbing operation shall be controlled by an experienced Engineer to ensure that no undue surges in the pipeline, heavy docking of the pig or pressurizing of the pipeline occur causing damage to any of the permanent works. Any damage caused shall be made good by the Contractor to the

satisfaction of the Engineer's Representative.

The Contractor shall make all necessary arrangements for the transportation of water from the point of supply from the Employer to the required location, and make all arrangements for the disposal of the water. All disposal methods and locations shall be to the approval of the Engineer's Representative.
When the pipelines have been cleansed to the satisfaction of the Engineer's Representative the Contractor shall introduce at a slow rate of water flow by a portable chlorinator or other approved means of a solution of sterilizing agent in such quantity and of such strengths as will result in the concentration of chlorine throughout the length of the pipelines of not less than 30 parts per million. This sterilizing charge shall be allowed to remain in the pipelines for 24 hours after which time the pipelines shall be thoroughly flushed using the supply water to remove chlorine in excess of that in the supply water.

When this flushing has been satisfactorily completed samples of water will be taken by the Engineer's Representative for bacteriological analysis by the Employer. If any of the results of the analysis are unsatisfactory when compared with those of the control sample of the supply water the sterilizing process shall be repeated until satisfactory results are obtained. On completion of sterilizing and flushing the pipelines shall be left full of supply water.
The Contractor shall be solely responsible for the provision of all labour, materials and chemicals necessary for carrying out the foregoing operations.

The cost of water used for repeated cleansing, sterilizing and flushing pipelines in accordance with this clause of the Specification will be charged to the Contractor and the Contractor shall be responsible for all temporary works and other arrangements in connection with cleansing, sterilizing and flushing the pipelines.
The costs of the initial sampling analysis and preparing reports on the bacteriological quality of the water shall be borne by the Employer but the costs of any subsequent sampling analysis and preparing reports should the initial reports be unsatisfactory shall be borne by the Contractor.

442 Painting

All steel or ductile iron pipes and fittings exposed to view including above ground pipelines shall be painted after making good the external protection with two coats of “Bitumastic Aluminum solution D. 5909” manufactured by Wailes Dove Bitumastic Ltd, Hebburn, Durham, England, or similar approved.
Pipes and fittings in chambers shall be painted with two coats of “Bituros Solution” manufactured by Wailes Dove Bitumastic Ltd, or similar approved. Valves and Surface Boxes shall be similarly painted.

443 Connections to and Diversions to Existing Pipe work

443.1 General

The Contractor shall be responsible for connecting new pipe work and service connections laid under the Contract to existing pipe work, and for blanking-off existing pipe work and service connections. The connection shall be made in a manner to minimize any disruption to supply.

Before blanking-off or making a connection to existing pipe work the Contractor shall notify the Engineer in writing no less than 14 days in advance of the date on which he proposes to carry out the work. After giving such notice the Contractor shall obtain from the responsible Authority agreement on the precise date, times and method that the connection will be made. The connection or blanking-off shall be made at such times of the day or night as stipulated by the Engineer.

The Contractor shall prepare a detailed method statement, programme of the work and a schedule of all plant and materials to be used and shall obtain the approval of the Engineer not less than 72 hours before commencement of the work. The programme shall allow for the immediate re-commissioning on completion of the work.
The Contactor shall be responsible for locating the exact line and level of the existing pipe work and service connections and shall agree with the Engineer and the responsible Authority the precise location of the connection or blanking-off.

443.2 Materials
Before commencing the connection the Contractor shall excavate trial pits as necessary and shall check the outside diameter of the existing pipe work and ensure that the couplings to be used for making connections to the existing pipe work and the materials used for blanking-off existing pipe work are dimensionally suitable.
The Contractor shall ensure that all the materials are on site not less than 24 hours before the commencement of the work.
443.3 Personnel
The Contractor shall ensure that at least one senior member of his field supervisory staff, who is experienced in such operations and fluent in both English and the language of his labourers is on site throughout the duration of the work.
The Contractor shall also ensure that all necessary skilled artisans and an adequate number of labourers for the operation are on site throughout the work.
443.4 Preliminary Work
The Contractor shall execute all works possible before disconnection of the supply including: -
Excavation and supports to the excavation.
Blinding with concrete the immediate working areas, but not less than the whole of the bottom of the excavation.
Putting in all drains, or where this is not possible a sump of adequate size from which a pump may operate.
Casting the floor of any chamber which is later to be constructed around any of the works.
Casting the thrust blocks or any other works which may be required.
Exposing and cleaning pipes in readiness for the work.
443.5 Carrying out the Work
The Contractor shall be responsible for emptying the section of existing pipe work on which the work is to be carried out, by a method agreed with the Authority and approved by the Engineer.

The Contractor shall take all precautions necessary to prevent dirt and other foreign matter entering the pipelines.

The Contractor shall provide at the Site a sufficient quantity of clean water containing approximately 10 parts per million (10mg/l) of chlorine before proceeding with the cutting of the existing pipeline. Each item of pipe work including the joints shall be submerged in the solution for a minimum period of 15 minutes immediately prior to installation.
443. F6 Water Pipes and Chambers to be abandoned
Where existing water pipes are to be replaced with new pipe work the existing pipe work is to be abandoned. Where new works conflict with existing pipe work to be abandoned, abandonment of pipe work shall consist of removal and disposal to a site approved by the Engineer. Water supply pipe work shall not be abandoned until suitable alternative means of supply are in place and ready for connection.

Where chambers are to be abandoned these shall be broken down and disposed of and the void filled and compacted with suitable material approved by the Engineer. Chambers deeper than 1 metre will be broken down to 1 metre below finished ground level and the remaining void filled and compacted with suitable material approved by the Engineer.

SECTION 5. BUILDING AND STRUCTURES

501 Concrete Building Blocks
Concrete building blocks shall be of approved manufacture and shall be formed in a press. The blocks manufactured in Class C30 concrete shall be cured for at least 10 days before use.
Blocks shall be well and evenly formed with true corners and unbroken arises, and shall be carefully handled and stacked.

The Quarry, impermeable blue stone (Not Ndarugu) can also be used.

502 Laying Building Blocks
Joints between blocks shall be filled solid with mortar and shall be of regular thickness of 5 to 10mm.

The blocks shall be laid in level courses and bonded so that each vertical joint is midway above the face of the block below, except at junctions and piers where a bond of not less than 100mm shall be provided. The walls shall be raised in lifts not exceeding three metres in height in any one day, and truly vertical. All blocks shall be wetted before being laid.
Joints of exposed work shall be raked out and neatly flush-pointed in the same mortar. The whole of the visible faces of the walls shall be left perfectly cleans and all surface mortar and droppings shall be removed before they have set.
Joints in work to be rendered shall be raked out to a depth of 8mm to provide a key for the rendering.

Blockwork shall be tied into adjoining structural members at the same level as blockwork reinforcement using 150mm long butterfly tangs or equivalent fixed and mortared into proprietary vertical strips.

503 Precast Concrete Units Generally
All precast concrete units shall include all fixing plugs and strips to enable screw ties or other fixing devices to be firmly attached. For all precast units to be set in block of masonry walls the plugs and strips shall be so positioned as to provide fixing at course and in no case exceeding 450mm centres.

504 Masonry Using Natural Irregular Stones
Stones shall come from selected quarry layers to the approval of the Engineer. They shall be homogeneous, frost resistant, flawless, free of any cracks or bousins, solid, and of equal grain and shall have all the required quantities to give a regular facing. They shall give out a clear sound when hit by a hammer.
Mortar shall be removed from the external surface of the wall. The Contractor shall prepare a wall sample approved by the Engineer which shall be kept at the construction site until all the masonry is completed.

508 Composition of Mortars
Cement mortar for bonding concrete shall be composed of cement and sand mixed in the proportion of the jointed concrete.

Cement mortar for setting precast concrete or pitching shall be composed of cement and sand mixed in the proportion of 50kg of cement to 0.14m3 of sand, with the addition of an approved plasticizer.

Cement mortar for blockwork in concrete blocks shall be composed of cement and sand mixed in the proportion of 50kg of cement to 0.14m3 of sand.

Sand and Cement for mortars shall be as described in the specification for concrete.

509 Mixing of Mortars
The materials of mortars shall be measured out in their correct proportions and shall first be thoroughly mixed together in a dry state by turning them over upon a clean wooden stage until they are of a homogeneous appearance in consistency and colour. Clean water shall then be added while the mixture is being turned over until it attains a suitable consistency. Plasticizer shall be added in accordance with the manufacturer's recommendations as approved by the Engineer.

The mortar shall be used immediately after it has been mixed. No mortar which has commenced its first set shall be used, or mixed up again. Mortar shall, where possible in hot weather, be protected from too rapid action by covering with impervious material such as polyethylene film.

Mixing by hand will be allowed only if the Engineer gives specific approval. Mixing by machine using the same sequence of operations described above shall be carried out whenever possible.

510 Cement Rendering
Rendering shall be in a 50 kg: 017-2-.20m3 cement: sand mix but where approval had been given to the use of a plasticizer or other additives these proportions may be modified to the approval of the Engineer.

All surfaces to receive a finishing coat of cement rendering or fine concrete shall be thoroughly prepared and cleaned and the rendering or screeding shall be placed immediately after such surfaces have been thoroughly wetted.

All rendering shall be put to a minimum of two coats, the first being left rough to a minimum of 10 mm thickness, but the second coat shall be trowelled up to a fair faces as soon as possible after it is applied.
All internal rendering shall be finished to an even and polished surface with a float, trowel or other suitable tool, special care being taken to obtain perfectly smooth and glazed faces. It shall not be less than 15mm thickness when finished unless instructed otherwise.

All external rendering shall be brought to an even surface with a wood float following which a tyrolean finish of approved colour shall be applied unless otherwise stated.

All rendering shall be protected from sun and rain by adequate and suitable coverings which shall be supplied and fixed in advance of these conditions arising. The renderings shall be kept damp while setting and protected from drying winds.

511 Tanking to Buried Concrete Surfaces

External concrete surfaces to be tanked shall be coated with a bituminous waterproofing membrane 3mm minimum thick. The tanking shall be dressed into structure as shown in the Drawings and be protected by non-rotting boarding prior to backfilling.

512 Waterproof Rendering

Waterproof rendering slurry shall comprise a 50kg to 125kg cement sand mix with an approved waterproofing admixture such as styrene arcrylate copolymer.

The material shall block capillaries and minor shrinkage cracks to prevent water ingress while allowing the passage of water vapour through the structure.

The render shall be applied to a total thickness of not less than 20mm the first coat shall be applied leveled scratched and left to dry for not less than 3 days.

513 Joint Sealing Compound and Sealants

Joint sealing compounds shall be impermeable ductile materials of a type suitable for the conditions of exposure in which they are to be placed, and capable of providing durable, flexible and watertight seal by adhesion to the concrete throughout the range of joint movement.

Hot poured joint sealants shall comply with BS 2499, Ordinary Type A1 sealant.
Cold poured polymer-based joint sealants shall comply with BS 5212: Part 1, Normal Type N sealant.
Two part polysulphide based sealants shall comply with the relevant provisions of BS 4254. Pouring Grade shall be applied to horizontal upward facing joints and Gun Grade to joints of any other aspect or inclination. Other two part polymer based sealants of Gun or Trowel Grade shall comply with the physical and test requirements of BS 4254.

Silicon bases building sealants shall comply with the relevant provisions of BS 5889. Primers for use with joint sealants shall be compatible with, and obtained from the same manufacturers as, the adjacent sealant. Primers shall have no harmful effects on the concrete.

Sealants and primers which will be in contact with water to be used for potable supply shall not impart to water taste, colour, or any effect known to be harmful to health, and shall be resistant to bacterial growth. Sealants and primers which will be in contact with sewage or sewage sludge shall be resistant to biodegradation.

SECTION 6 SAFETY, HEALTH AND ENVIRONMENT

601 Introduction

The prevention of injury and/or illness to the site personnel and the public, damage to the Works and to public and private property, protection of the environment, and compliance with applicable laws, are primary objectives of the Employer. Because of the importance the Employer places on meeting these objectives, selected minimum requirements are outlined in these Safety, Health and Environmental Specifications with which Contractors shall comply while working on this contract. Given that these Specifications cannot cover every eventuality, the Contractor shall be expected to exercise good judgment in all such matters, even though not mentioned in these Specifications, and shall take any and all additional measures, as required or necessary, to meet his responsibility for safety, health and environmental matters during the period of the Contract.

The Employer nor its representatives shall not be held liable for any actions taken by the Contractor that are attributed to following the minimum requirements stated hereinafter. The Contractor shall throughout the execution and completion of the Works and the remedying of any defects therein:

have full regard for the safety of all persons on the Site and keep the Site and the Works in an orderly state appropriate to the avoidance of danger to any person;

know and understand all laws governing his activities along with any site requirements and work site hazards. Such information shall be communicated by the Contractor to his personnel and subcontractors;

take all necessary measures to protect his personnel, the Employer's personnel, other persons, the general public and the environment;

avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequent of carrying out the Works.

602 Compliance with Specifications

The Contractor shall comply with the requirements of these Safety, Health and Environmental Specifications and all other applicable regulations or requirements under Kenyan laws, laid down by relevant authorities or issued by the Employer or the Engineer concerning safety, health and the environment, in force or introduced or issued from time to time during the period of the Contract.

In so far as these Specifications are applicable, they shall apply to sites and personnel outside the Site associated with the performance of the Contract.

The Specifications equally apply to subcontractors and all other parties engaged by the Contractor and their personnel. The Contractor shall ensure all such parties are fully aware of and comply with the Specifications.
The Contractor shall comply with all notifications and written or verbal instruction regarding safety issued pursuant to these Specifications by the Employer, Engineer or relevant authorities within the time specified in the notification or instruction.

The Contractor shall adopt a positive approach, awareness and responsibility towards safety, health and the environment, and take appropriate action, by:

ensuring the Specifications are enforced and followed by the Contractor's personnel. Any failure by the Contractor's personnel to follow the Specifications shall be regarded as a failure by the Contractor.

paying attention to possible injury to unauthorized persons entering the site, particularly children.

Whenever in these Specifications the Contractor is required to provide test certificates for equipment and personnel and to comply with the relevant authorities' requirements and no independent test facilities are available or no relevant authorities exist in Kenya, the Contractor shall provide:

in lieu of independent test certificates:

for equipment – details of the tests that have been carried out by the Contractor and a written statement that the Contractor has satisfied himself that the item of equipment is fit and safe for use; for personnel – details of the training and experience of the personnel and a written statement that the Contractor has satisfied himself that they have the required level of competency;

in lieu of relevant authorities' requirements – details of the Contractor's own rules, regulations, requirements and procedures regarding safety, health and the environment.
If the Engineer is dissatisfied with the details provided by the Contractor, the Contractor shall provide further details or carry out further tests or provide further written statements as may be reasonably required by the Engineer.

When the Engineer has satisfied himself regarding the Contractor's own rules, regulations, requirements and procedures provided in accordance with (b) above, such rules, etc. shall be deemed to form part of these Specifications and to which Clause 3 shall equally apply.

603 Failure to Comply with Specifications
603.1 General

Should the Contractor fail to comply with any of the Specifications or requirements of the Engineer:
(a) the Engineer may suspend the Works of part of the Works until the Contractor has taken the necessary steps, to the satisfaction of the Engineer, to comply with the Specifications or requirements.
(b) the Employer may, following written notice to the Contractor, carry out themselves or arrange for another contractor to carry out such measures as they may consider appropriate on behalf of the Contractor. Any such actions by the Employer shall not affect or diminish the Contractor's obligations or responsibilities under the Contract.

(c) the Engineer may, by written notice of suspension to the Contractor, suspend all payment to the Contractor under the Contract if the Contractor fails to rectify any breach of the Specifications within the period specified by the Engineer, provided that such notice of suspension:

(i) shall specify the nature of the failure or failures; and
(ii) shall request the Contractor to remedy each such failure within a specified period after receipt by the Contractor of such notice of suspension.

Such suspension of payment shall remain in force until such time as the Contractor has rectified the breach or breaches to the satisfaction of the Engineer. No interest shall be paid on the suspended payments.

Failure to comply with the Specifications or requirements shall be considered a breach of the Contract by the Contractor and may result in termination of the Contract by the Employer. In the event of the Employer taking action based on this Clause, the Contractor shall not be entitled to any additional costs or extension to the Contract Completion Date. All costs incurred by the Employer pursuant to Sub-Clause 703.1.1 (b) shall be deducted from the amounts otherwise due to the Contractor.

604 General Requirements
604.1 Preamble

All references to safety shall be deemed to include health and the environment.
604.2 Safety Officer
The Contractor shall appoint a competent Safety Officer who shall be responsible for safety, health and the environment. The Safety Officer shall be given sufficient time by the Contractor to carry out his duties; minimum requirements shall be as follows:

Workforce on site of over 250	-	full time Safety Officer;

Workforce on Site of 100 – 250	- 50% of Safety Officer's time;
Workforce on site below 100	- as required for the Works but a minimum of 5 hours per week of Safety Officer's time where more than 20 workers.

The Contractor shall provide the Safety Officer with appropriate identification, including a white hard hat with red cross symbol and an identification badge. The appointment of the Safety Officer shall be in writing and copied to the Engineer. The appointment shall include specific instructions to enforce these Specifications and delegated authority to take any action, measure or to issue instruction regarding their enforcement. All persons on Site shall be made aware of the name and authority of the Safety Officer and instructed to comply with any instruction or direction in safety matters, verbal or in writing issued by the Safety Officer.

The Safety Officer shall be provided with a mobile phone or other similar means of communication. The Safety Officer shall be accessible and available at all times including normal working hours.

604.3 Safety Training

The Contractor shall provide safety induction training for all site personnel upon starting on site. The Contractor shall provide safety refresher/reinforcement training at regular intervals for his staff.

604.4 Safety Meetings

The Contractor shall hold regular safety meetings to provide safety instructions and receive feedback from site personnel on safety, health and environmental matters. A weekly safety Meeting shall be chaired by the Safety Officer and minutes shall be taken of the meeting. The meeting/minutes shall be given to the Engineer. The Safety Officer should attend the Contractor's weekly site meetings and "Safety" shall be an item on the agenda.

604.5 Safety Inspections

The Safety Officer shall make regular safety inspection of the work site. The Safety Officer shall prepare a report of each inspection. This report shall include details of all breaches of these Specifications and any other matters or situations relating to safety found during the inspection, instructions issued by the Safety Offices and actions taken by the Contractor. A copy of the Safety Officer's reports shall be given to the Engineer.

604.6 Control of Substances Hazardous to Health

Hazardous materials shall be stored in approved safety containers and handled in a manner specified by the manufacturers and/or prescribed by relevant authorities.

Only properly trained and equipped personnel shall handle hazardous materials.

604.7 Potential Hazards

The Contractor shall inform employees of potential hazards, take the appropriate steps to reduce hazards and be prepared for emergency situations. The Contractor shall make an assessment of every operation involving hazardous substances. The assessment shall be recorded on a Hazardous and Flammable Substances Assessment Method Statement which shall be submitted to the Engineer prior to the delivery and use of the substance on Site.

604.8 Accident Reporting

The Contractor shall report all accidents and dangerous occurrences to the Engineer. The Contractor shall prepare a report on each accident or dangerous occurrence and a copy of the report, together with witness statements and any other relevant information, shall be submitted to the Engineer. A reportable accident or dangerous occurrence shall include any accident to any person on site requiring medical attention or resulting in the loss of working hours or any incident that resulted, or could have resulted, in injury, damage or a danger to the Works, persons, property or the environment.

In the event of an accident or dangerous occurrence, the Contractor shall be responsible for

completing all statutory notifications and reports. Copies of all statutory notifications and reports shall be passed to the Engineer.

All accidents and dangerous occurrences shall be recorded in a Site Accident Book. The Site Accident Book shall be available at all times for inspection by the Engineer.

The Contractor shall immediately rectify any situation or condition that could result in injury, damage or a danger to the Works, person, property or the environment. If the situation or condition cannot be corrected immediately, the Contractor shall provide temporary barriers and appropriate warning signs and devices and/or take other appropriate action necessary for the protection of persons, property and the environment.

604.9Notices, Signs, Etc.

All safety, health, environmental and other notices and signs shall be clearly displayed and written in English. All requirements, instructions, procedures, etc. issued by the Contractor concerning these Specifications shall be printed in English and displayed and readily available to the Contractor's personnel.

604.10 First Aid and Medical Attention

The Contractor shall have comprehensive First Aid Kit(s) on Site at all times. First Aid Kits shall be conveniently located and clearly identifiable.

The Contractor shall have one employee on site trained in first aid for every 25 employees. Such persons shall be provided with appropriate identification, including a red hard hat with a white "red cross" symbol; and an identification badge.

The Contractor shall make contingency arrangements for calling a Doctor and transporting injured persons to hospital. The telephone numbers of the emergency services and the name, address and telephone number of the Doctor and nearest hospital shall be prominently displayed in the Contractor's site office.

604.11 Employee Qualification and Conduct

The Contractor shall employ only persons who are fit, qualified and skilled in the work to be performed. All persons shall be above the minimum working age. Contractor's personnel shall use the toilet facilities provided by the Contractor.

The Contractor shall ensure:

that no firearms, weapons, controlled or illegal substances or alcoholic beverages are brought onto the Site and that no personnel under the influence of alcohol or drugs are permitted on Site.

That all personnel obey warning signs, product or process labels and posted instructions.

That drivers or operators of vehicles, machinery, plant and equipment follow the rules for safe operations. Drivers shall wear seat belts and obey all signs and posted speed limits.

605 Safety Requirements

605.1 Personal Protective Equipment

The Contractor shall provide personal protective equipment, including hard hats, safety glasses, respirators, gloves, safety shoes, and such other equipment as required, and shall take all measures or actions for the protection and safety of Contractor's personnel.

Non-metallic hard hats shall be worn at all times by all personnel at the worksite with the exception of those areas where the Engineer has indicated it is not necessary to do so. Safety glasses shall meet international standards and be available for use and worn in specified worksite areas.

As a minimum, safety glasses shall be worn for the following types of work: hammering, chipping, welding, grinding, use of electrically powered or pneumatic equipment, insulation handling, spray painting, working with solvents, and other jobs where the potential of an eye injury exists. Face shields and/or goggles shall be worn where possible exposure to hazardous chemicals, cryogenic fluids, acids, caustics or dust exists and where safety glasses may not provide adequate protection.

When handling acids, caustics and chemicals with corrosive or toxic properties, suitable protection, such as acid suits or chemical resistant aprons and gloves, shall be worn to prevent accidental contact with the substance.

Personnel shall not be permitted to work whilst wearing personal clothing or footwear likely to be hazardous to themselves or others.

The wearing of safety shoes with steel reinforced toes is recommended for all Contractor's personnel on site. In all cases, Contractor's personnel shall wear substantial work shoes that are commensurate with hazards of the work and the work site area.

Hearing protection, including muffs, plugs or a combination thereof, shall be provided for all personnel operating in areas where the noise level exceeds 90 decibels. Such protections shall also be provided for operators working with equipment exceeding such a level. This may include equipment such as excavators, shovels, jackhammers, saws, drills, grinders and the like are being used.

The Contactor shall encourage employees to wear substantial work gloves whenever practical and safe to do so.

605.2 Fire Protection and Prevention

The Contractor shall comply with fire protection instructions given by the Authorities having jurisdiction in regard to fire protection regulations. The Contractor shall, upon moving on site, provide to the Engineer and the Authorities a fire prevention and evacuation plan. This shall include drawing(s) showing the fire assembly points. The fire prevention and evacuation plan and drawing(s) shall be updated from time to time as the Works progress. The Contractor shall ensure all personnel are fully informed on escape routes and assembly points and any changes thereto.

Fuel storage will not be permitted in construction work areas. Contractors may establish fuel storage tanks in specified areas set aside for the purpose and approved by the Engineer. Storage tanks shall be adequately bunded to control spillage. Fire extinguishers shall be provided and installed in a suitable nearby location.

Highly combustible or volatile materials shall be stored separately from other materials and as prescribed by relevant authorities and under no circumstances within buildings or structures forming part of the permanent Works. All such materials shall be protected and not exposed to open flame of other situations which could result in a fire risk.
No combustible material shall be located inside or within 10 metres of a building if structure forming part of the permanent Works. Where units have to be used in these circumstances, they shall be constructed of non-combustible materials and have a half-hour fire rating inside to outside and outside to inside. Non-combustible furniture shall be used where practical.
All temporary accommodation and stores shall be provided with smoke detectors and fire alarms.

Smoking shall be banned in high risk areas.

Expanded polystyrene with or without flame retarding additive, polythene, cardboard and hardwood shall not be used as protection materials. Plywood and chipboard shall only be used as protection on floors. Vertical protection shall be non-combustible. Debris netting and weather protection sheeting shall be fire retardant.

When using cutting or welding torches or other equipment with an open flame, the Contractor shall provide a fire extinguisher close by at all times. All flammable materials shall be cleared from areas of hot works or work locations prior to welding or oxy/gas burning operations. All hot works shall cease half an hour before the end of a work shift to allow for thorough checking for smouldering materials. Where appropriate, areas of hot works are to be soused in water before the shift ends.
An adequate number of fire extinguishers of types suited to the fire risk and the material exposed shall be provided. These shall be placed in accessible, well-marked locations throughout the job site. Contractor's personnel shall be trained in their use. Extinguishers shall be checked monthly for

service condition and replaced or recharged, as appropriate after use.

Only approved containers shall be used for storage, transport and dispensing of flammable substances. Portable containers used for transporting or transferring gasoline or other flammable liquids shall be approved safety cans.
Fuel burning engines shall be shut off while being refuelled. Adequate ventilation to prevent an accumulation of flammable vapours shall be provided where solvents or volatile cleaning agents are used.

Flammables shall not be stored under overhead pipelines, cable trays, electrical wires or stairways used for emergency egress. Paints shall be stored and mixed in a room assigned for the purpose. This room shall be kept under lock and key.
Oily waste, rags and other such combustible materials shall be stored in proper metal containers with self-closing lids and removed every night to a safe area or off site. Every precaution shall be taken to prevent spontaneous combustion.
605.3 Electrical Safety
All temporary electrical installations, tools and equipment shall comply with current regulations dealing with on-site electrical installations. The Contractor shall establish a permit-to-work system for work in or in proximity to energized circuits of any voltage. Contractor's personnel shall not commence work on such circuits unless a permit to work has been issued and adequate safety measures have been taken and the work operation has been reviewed and approved by the Engineer.

Only authorized personnel shall be allowed to work or repair electrical installations and equipment. Portable tools and equipment shall be 240 volt, unless otherwise agreed by the Engineer.

When portable or semi-portable equipment operates at voltages in excess of 240 volts, the supply shall be protected by a Residual Current Device (RCD) regardless of any such device fitted to the equipment. The RCD must have a tripping characteristic of 30 milliamps at 30 milliseconds maximum.

All static, electrically powered equipment, including motors, transformers, generators, welders and other machinery, shall be properly earthed, insulated, and/or protected by a ground fault interruption device. In addition, the skin metal buildings and trailers with electric service shall be earthed. Metal steps, when used shall be securely fixed to the trailer.
Lamp holders on festoon lighting shall be moulded to flexible cable and be of the screw in type. Clip on guards shall be fitted to each lamp unit.

All tungsten-halogen lamps shall be fitted with a glass guard to the element. These lamps must be permanently fixed at high level.
Electrical equipment shall be periodically inspected and repaired as necessary by competent persons.
Any work in electrical equipment and systems shall be made safe through locking, tagging, and/or isolation of the equipment before work commences. Prior to the start of the work, the equipment or systems shall be tested to ensure that they have been properly de-energized and isolated.

Electrical repair work on energized systems shall be avoided whenever possible.
Electrical trouble shooting shall be conducted only after getting written approval of the Engineer.

Unauthorized personnel shall not enter enclosures or area containing high voltage equipment such as switchgear, transformers or substations.

605.4Oxygen/Acetylene/Fuel Gases/Cartridge Tools
Compressed oxygen shall never be used in the place of compressed air. Flash-back (Spar) arrestors shall be fitted to all gas equipment. Liquid petroleum Gas (LPG) cylinders shall not be stored or left in areas below ground level overnight. Cylinders must be stored upright.

The quantity of oxygen, acetylene and LPG cylinders at the point of work shall be restricted to a maximum of one day's supply. Cylinders shall be kept in upright vertical rack containers or be safely

secured to a vertical support.

Cartridge tools shall be of the low velocity type. Operators must have received adequate training in the safe use and operation of the tool to be used.

605.5 Scaffolding/Temporary Works

No aluminum tube shall be used, except for proprietary mobile towers, unless otherwise agreed with the Engineer.

Drawings and calculations shall be submitted to the Engineer, prior to commencement of work on the site, for all Temporary Works, including excavations, falsework, tower cranes, hoists, services and scaffolding. Designs shall conform to international standards.

The Engineer will not approve Temporary Work designs but the Contractor shall take account of any comments on such designs made by the Engineer.

The Contractor shall inspect and approve all Temporary Works after erection and before access, loading or use is allowed. Completed and approved Temporary Works shall be tagged with a scaff-tag or similar safety system and the Safe Structure insert displayed. For scaffolding, one tag shall be displayed every 32 m2 of face area. A central record system shall be kept on all Temporary Work. Temporary Works shall be inspected weekly and similarly recorded.

All mobile scaffold towers shall be erected in accordance with the manufacturer's instructions and a copy of these shall be submitted to the Engineer prior to any use on site. Additionally, all towers shall be erected complete with access ladder, safety rails and kick boards whatever the height.

The Contractor shall repair or replace, immediately, any scaffold, including accessories, damaged or weakened from any cause.

The Contractor shall ensure that any slippery conditions on scaffolds are eliminated as soon as possible after they occur.

All scaffolds used for storing materials, for brick or block laying, for access to formwork or for any other purpose where materials may be accidentally fall, shall be provided with wire mesh guards of a substantial material, in addition to kick boards.

605.6 Use of Ladders

Manufactured ladders shall meet the applicable safety codes for wood or metal ladders. Metal ladders shall not be used where there is any likelihood of contact with electric cables and equipment. All metal ladders shall be clearly marked: "Caution – Do not use around electrical equipment". Job made ladders shall not be permitted.

Extension or straight ladders shall be equipped with non-skid safety feet, and shall be no more than 12 m in height. The maximum height of a step ladder shall be 2 m. Ladders shall not be used as platforms or scaffold planks.

Ladders rungs and steps shall be kept clean and free of grease and oil.

Extension and straight ladders shall be tied off at the top and/or bottom when in use. Only one person shall be allowed in a ladder at a time.

Defective ladder shall be taken out of service and not used. Ladders shall not be painted and shall be inspected for defects prior to use.

605.7 Elevated Work

The Contractor shall provide all personnel, while working at an elevated position, with adequate protection from falls. Details of such protections shall be submitted to the Engineer.

The Contractor shall carry out daily inspections of all elevated work platforms. Defects shall be corrected prior to use.

605.7.1 Roofing and Sheet Metal Laying

A Method Statement detailing the procedures to be adopted shall be submitted to and agreed with the Engineer prior to commencement of work on the site.

Mobile elevating work platforms or the equivalent shall be used to install roofing and sheet materials wherever practicable and a suitable base is available.

605.7.2 Erection of Structures

A Method Statement detailing the procedures to be adopted shall be submitted to and agreed with the Engineer prior to commencement of work on the site.
Safety harness and lines shall be provided by the Contractor for use by the erection personnel and worn at all times.
Mobile elevating work platforms or the equivalent shall be used to erect structures wherever practicable and a suitable base is available.

605.7.3 Mobile Elevating Work Platforms

Operators shall be trained in the safe use of such platforms and hold a current Certificate of Competence.

605.7.4 Hoists

A copy of the current Test Certificate shall be submitted to the Engineer before any hoist (personnel or material) is brought into operation on the site. Where the range of travel is increased or reduced a copy of the revised Test Certificate shall be submitted.
Each landing gate shall be fitted with a mechanical or electrical interlock to prevent movement of the hoist when any such gates is in the open position.
Safety harness must be worn and used by personnel erecting, altering and dismantling hoists.

605.7.5 Suspended Cradles

Suspended cradles shall be installed, moved and dismantled by a specialist contractor.
Suspended cradles shall comply with local regulations.
All powered suspended cradles shall incorporate independent safety lines to overspeed braking devices and independent suspension lines for personal safety harness attachment.

605.8 Use of Temporary Equipment

The safe design of any piece of equipment shall not be exceeded, nor shall the equipment be modified in any manner that alters the original factor of safety or capacity. Mobile equipment shall be fitted with suitable alarm and motion sensing devices, including back-up alarm, when required. The Contractor shall ensure that the installation and use of equipment are in accordance with the safety rules and recommendations laid down by the manufacturer, taking into account the other installations already in place or to be installed in the future.

The contractor shall inspect Equipment prior to its use on the Works and periodically thereafter to ensure it is in safe working order. Special attention shall be given to such items as cables, hoses, guards, booms, blocks, hooks and safety devices. Equipment found to be defective shall not be used and immediately removed from services, and a warning tag attached.

Natural and synthetic Fibre rope made of material such as manila, nylon, polyester, or polypropylene shall not be used as slings. Only trained, qualified and authorized personnel shall operate equipment. All drivers and operators shall hold a current Certificate of Training Achievement for the equipment being used. A safety observer shall be assigned to watch movements of heavy mobile equipment where hazards may exist to other personnel from the movement if such equipment, or where equipment could hit overhead lines or structures. The observer shall also ensure that people are kept clear of mobile equipment and suspended tools.

When mobile or heavy equipment is travelling onto a public thoroughfare or roadway, a flagman shall ensure that traffic has been stopped prior to such equipment proceeding. While the mobile or heavy equipment is travelling on a public roadway, a trailing escort vehicle with a sign warning of a slow-moving vehicle that is dangerous to pass shall be provided.
605.9 Cranes:
The Contractor shall give a minimum of 48 hours' notice to the Engineer prior to bringing a crane on site.

No cranes shall be erected in the site without the prior approval of the Engineer. The Engineer may direct the Contractor as to location where cranes may not be located. The Contractor shall take such directions into account when submitting his proposals for crane location points, base footings, pick

up points and swing radius. Compliance with any such direction shall not entitle the Contractor to any extension of the Period of Completion or to any increase of the Contract Price.
Safety harness shall be worn and used at all times by personnel engaged on the erection, alterations and dismantling of tower cranes.
The Contractor shall provide a copy of the current Test Certificate (see Sub-Clause 702.5) to the Engineer before any crane (tower or mobile) is brought into operation on the Site.

All lifting tackle must hold a current Test Certificate. All lifting tackle must be thoroughly examined every 6 months and an inspection report raised.
All fibrous/web slings shall be destroyed and replaced 6 months after first use.
All crane drivers/operators shall hold a Certificate of Training Achievement for the class of crane operated.
All banksman/slingers shall hold a Training Certificate from a recognized training agency.
The maximum weekly working hours of a crane driver or banksman shall be restricted to 60 hours.
Under no circumstances shall a crane or load come within 4 m of any energized overhead power line or other critical structure.
605.10 Locking-out, Isolating and Tagging Equipment.
Equipment that could present a hazard to personnel if accidentally activated during the performance of installation, repair, alteration, cleaning, or inspection work shall be made inoperable and free of stored energy and/or material prior to the start of work. Such equipment shall include circuit breakers, compressors, conveyors, elevators, machine tools, pipelines, pumps, valves, and similar equipment.

Where equipment is subject to unexpected external physical movement such as rotating, turning, dropping, falling, rolling, sliding, etc., mechanical and/or structural constraints shall be applied to prevent such movement.

Equipment which has been locked-out, immobilized, or taken out of services for repair or because of a potentially hazardous condition shall be appropriately tagged indicting the reason it has been isolated and/or taken out of service.

Where safety locks are used for locking out or isolating equipment, the lock shall be specially identified and easily recognized as a safety lock.

605.11 Installation of Temporary or Permanent Equipment
During installation and testing the Contractor's specialists Engineer shall be in attendance. All control mechanism panel and wiring diagrams shall be available and printed in English.

605.12 Laser Survey Instruments
Details of the types and use of laser instruments shall be submitted and agreed with the Engineer.

605.13 Working in Confined Spaces
Confined spaces, including tanks, vessels, containers, pits, bins, vaults, tunnels, shafts, trenches, ventilations ducts, or other enclosures where known or potential hazards may exist, shall not be entered without prior inspection by and authorization from the Site Safety Officer and the issuance of a Hazardous Work Permit.

Prior to entering the confined space, the area shall be completely isolated to prevent the entry of any hazardous substances or materials which could cause an oxygen deficient atmosphere. All equipment that could become energized or mobilized shall be physically restrained and tagged. All lines going into the confined space shall be isolated and/or blanked.
Personnel working in a confined space where emergency escape or rescue could be difficult, shall wear a safety harness attached to a lifeline. A qualified attendant(s), trained and knowledgeable in job-relater emergency procedures, shall be present at all times while persons are working within the confined space.
The attendant shall be capable of affecting a rescue, have necessary rescue equipment immediately available, and be equipped with at least the same protective equipments as the person making entry.

All equipment to be used in a confined space shall be inspected to determine its acceptability for use. Where a hazard from electricity may exist, equipment utilized shall be of law voltage type. The atmosphere within the confined space shall be tested to determine if it is safe to enter. Acceptable limits are:

oxygen: 19.5% lower, 22% higher;
flammable gas: not to exceed 10% of lower explosion limit;
toxic contaminants: not to exceed the permissible exposure limit.
Subsequent testing shall be done after each interruption and before re-entering the confined space, as well as at intervals not exceeding 4 hours. Continuous monitoring is preferable and may be necessary in certain situations.

Adequate ventilation shall be provided to ensure the atmosphere is maintained within acceptable limits.

605.14 Demolition

A detailed Method Statement detailing the demolition procedures/techniques to be used shall be submitted to and approved by the Engineer prior to commencement of work on site.

The Method Statement must include full details of measures to be taken to ensure that there are no persons remaining in the building/structure and to distance members of the public and Contractor's personnel from the building/structure prior to demolition.

605.15 Use of Explosives

The Contractor shall not use explosives without the written permission from the Engineer and relevant authorities.

The Contractor shall observe all regulations regarding proper purchasing, transportation, storage, handling and use of explosives.

The Contractor shall ensure that explosives and detonators are stored in separate special building. These secured buildings shall be constructed, located and clearly marked in English:
"DANGER – EXPLOSIVES"
all as approved by the Engineer and relevant authorities. The Contractor shall ensure that all possible precautions are taken against accidental fire or explosion, and ensure that explosives and detonators are kept in a proper and safe condition. The contractor shall ensure that explosives and detonators are always transported in separate vehicles and kept apart until the last possible moment and that metallic tools are not used to open boxes of explosives or detonators.

Blasting Procedure: the contractor shall carry out blasting operations in a manner that will not endanger the safety of persons or property. The Contractor shall, along with other necessary precautions:

clear all persons from building and the area affected by the blasting. All such persons shall be given adequate notice of the actual time and date of blasting;
ensure that police and other local authorities are kept fully informed, in advance, of the blasting programme so that they may be present when blasting takes place if they so require;
erect warning notices around the area affected that blasting operation are in progress;
carry out a thorough search of buildings and the area affected prior to blasting;
ensure that blasting is only carried out by experienced shot firers. Priming, charging, stemming and shot firing shall be carried out with greatest regard for safety and in strict accordance with the rules and regulations of the relevant authorities.
ensure that explosive charges are not excessive, charged boreholes are properly protected and proper precautions are taken for the safety of persons and property.
The Contractor shall maintain an up-to-date inventory of all explosives and explosive devices and shall submit a monthly report to the Engineer, detailing the use of all explosives by date and location.

605.16 Excavation and Trenching

An excavation permit signed by the Engineer must be issued before excavation proceeds in any work location. The contractor shall investigate and identify the location of existing services by study of the drawings, a visual/physical study of the site, sweeping by appropriate detection equipment and where necessary hand excavation of trial holes.
Following this investigation, the Contractor shall submit a written request for an excavation permit to the Engineer.

The Engineer will return the permit signed and dated to indicate:
services which are to be maintained.
services which are to be isolated.
any special precautions to be taken.

A sample Excavation Permit is given in Annex 1 to this Specification. The issue of an Excavation Permit by the Engineer shall not relieve the Contractor of his responsibilities under the Contract.

The side of all excavations and trenches which in the opinion of the Engineer might expose personnel or facilities to danger resulting from shifting earths shall be protected by adequate temporary supports or sloped to the appropriate angle of repose.

All excavations, slopes and temporary supports shall be inspected daily and after each rain, before allowing personnel to enter the excavation.

Excavations 1.3 metres or more in depth and occupied by personnel shall be provided with ladders as a means for entrance and egress. Ladders shall extend not less than 1 metre above the top of the excavation.

The Contractor shall provide adequate barrier protection to all excavations. Barriers shall be readily visible by day of night.

Excavated or other materials shall be stored at least 0.65 metres from the sides of excavations.

605.17 Concrete Reinforcement Starter Bars

The Contractor shall ensure concrete reinforcement starter bars are not a danger to personnel. Where permitted by the Engineer, starter bars shall be bent down. Alternatively, the starter bars shall be protected using either hooked starters, plastic caps, plywood covers or other methods agreed with the Engineer.

606 Environmental and Health Requirements

606.1 Protection of the Environment

The Contractor shall be knowledgeable of and comply with the Environmental Management Plan (EMP) and with all environmental laws, rules and regulations for materials, including hazardous substances or wastes under his control. The contractor shall not dump, release or otherwise discharge or dispose of any such materials without the authorization of the Engineer.

Any release of a hazardous substance to the environment, whether air, water or ground, must be reported to the Engineer immediately. When releases resulting from Contractor action occur, the Contractor shall take proper precautionary measures to counter any known environmental or health hazards associated with such release. These would include remedial procedures such as spill control and containment and notification of the proper authorities.

606.2 Air Pollution

The Contractor, depending on the type and quantity of materials being used, may be required to have an emergency episode plan for any releases to the atmosphere. The Contractor shall also be aware of local ordinances affecting air pollution.

The Contractor shall take all necessary measures to limit pollution from dust and any wind blown

materials during the Works, including damping down with water on a regular basis during dry climatic conditions.
The contractor shall ensure that all trucks leaving the Site are properly covered to prevent discharge of dust, rocks, sand, etc.

606.3 Water Pollution

The contractor shall not dispose of waste solvents, petroleum products, toxic chemicals or solutions on the city drainage system or watercourse, and shall not dump or bury garbage on the Site. These types of waste shall be taken to an approved disposal facility regularly, and in accordance with requirements of relevant Authorities. The Contractor shall also be responsible for the control of all run-offs, erosion, etc.

606.4 Solid Waste

606.4.1 General Housekeeping

The Contractor shall maintain the site and any ancillary areas used and occupied for performance of the Works in a clean, tidy and rubbish-free condition at all times.
Upon the issue of any Taking-Over Certificate, the Contractor shall clear away and remove from the Works and the Site to which the Taking-Over Certificate relates, all Contractor's Equipment, surplus material, rubbish and Temporary Works of every kind, and leave the said Works and Site in a clean condition to the satisfaction of the Engineer. Provided that the Contractor shall be entitled to retain on Site, until the end of the Defects Liability Period, such materials, Contractor's Equipment and Temporary Works as are required by him for the purpose of fulfilling his obligations during the Defects Notification Period.

606.4.2 Rubbish Removal and Disposal

The Contractor shall comply with statutory and municipal regulations and requirements for the disposal of rubbish and waste.
The Contractor shall provide suitable metal containers for the temporary storage of waste.
The Contractor shall provide suitable metal containers from site as soon as they are full. Rubbish containers shall not be allowed to overflow.
The Contractor shall provide hard standings for and clear vehicle access to rubbish containers.
The Contractor shall provide enclosed chutes of wood or metal where materials are dropped more than 7 metres. The area onto which the material is dropped shall be provided with suitable enclosed protection barriers and warning signs of the hazard of falling materials. Waste materials shall not be removed from the lower area until handling of materials above has ceased.
Domestic and biodegradable waste from offices, canteens and welfare facilities shall be removed daily from the site.
Toxic and hazardous waste shall be collected separately and be disposed of in accordance with current regulations.

606.4.3 Asbestos Handling and Removal

The Contractor shall comply with all local regulations regarding the handling of asbestos materials. In the absences of local regulations, relevant International Standards shall apply.

606.4.4 Pest Control

The Contractor shall be responsible for the rodent and pest control on the Site. If requested, the contractor shall submit to the Engineer, for approval, a detailed programme of the measures to be taken for the control and eradication of rodents and pests.

606.5 Noise Control

The Contractor shall ensure that the works is conducted in a manner so as to comply with all restrictions of the Authorities having jurisdiction, as they relate to noise.

The Contractor shall, in all cases, adopt the best available plant/and or machinery shall be used. All equipment shall be maintained in good mechanical order and fitted with the appropriate silencers,

mufflers or acoustic covers where applicable. Stationary noise sources shall be sited as far away as possible from noise-sensitive areas and, where necessary, acoustic barriers shall be used to shield them. Such barriers may be proprietary types, or may consist of site materials such as bricks or earth mounds as appropriate.

Compressors, percussion tools and vehicles shall be fitted with effective silencers of a type recommended by the manufacturers of the equipment. Pneumatic drills and other noisy appliances shall not be use during days of rest or after normal working hours without the consent of the Engineer.

Areas where noise levels exceed 90 decibels, even on a temporary basis, shall be posted as high noise level areas.

607 Additional Requirements for Work in Public Areas

607.1 General

Those additional requirements shall apply to all works carried out in Public Areas.
Public Areas are defined as areas still used by or accessible to the public. These include public roads and pavements, occupied buildings and areas outside the Contractor's boundary fencing.
All work in Public Areas shall be carried out to minimize disturbance and avoid dangers to the public.
Before commencing work, the Contractor shall ensure that all necessary resources, including labour, plant and materials will be available when required and that the works will proceed without delays and be completed in the shortest possible time. Period of inactivity and slow progress or delays in meeting the agreed programme for the Works, resulting from the Contractor's failure to provide necessary resources or other causes within the control of the Contractor, will not be accepted. In the event of such inactivity, slow progress or delays, the Contractor shall take immediate action to rectify the situation, including all possible acceleration measures to complete the works within the agreed programme.
Details of the actions and acceleration measures shall be submitted to the Engineer. If the Engineer is dissatisfied with the Contractor's proposals, the Contractor shall take such further actions or measures as required by the Engineer. All costs incurred shall be the responsibility of the Contractor.

607.2 Method Statement

The Contractor shall submit to the Engineer a method statement for each separate area or work in Public Areas. The Method Statement shall include:

a general description of the Works and methodology of how it will be carried out.
Details of the measures and temporary works to minimize disturbance and safeguard the public. These shall include temporary diversions, safety barriers, screens, signs, lighting, watchmen and arrangements for control of traffic and pedestrians and advance warning to be given to the public.
Details of temporary reinstatement and maintenance of same prior to final reinstatement.
For works involving long lengths of trenches or works to be completed in sections, the lengths or sections of each activity (e.g. up to temporary reinstatement, final reinstatement) to be carried out at any one time.
Details of the availability of necessary resources (labour, plant, materials, etc.) to complete the work.
A programme showing start and completion dates and period for all activities of each length or section, including temporary works, and the works overall.
Such further information as necessary or required by the Engineer.
The Contractor shall not commence work, including temporary works, until after the approval of the Contractor's Method Statement by the Engineer.

Method Statements shall be updated bases on actual progress or as and when required by the Engineer.

607.3 Closure of Roads, Etc.

The closure or partial closure of roads, pavements and other public areas will only be permitted if approved by the Engineer and Relevant Authorities. The Contractor shall detail for each closure the

extent of area to be closed, the reasons and duration of the closure, and where appropriate, proposed diversions. A sample Street Closure Permit is given at Annex 2 to this Specification.

607.4 Trench and Other Excavations

The requirements covering trench and other excavations will depend on the location and type of the excavation and the potential risks to the public.
The following guidelines apply particularly to trenches but shall also apply to other types of excavations:

before commencing work, the Contractor shall: notify the Engineer of the location and duration of the work. An excavation permit signed by the Engineer must be issued in accordance with Sub-Clause 705.16 before excavation proceeds in any work location;
obtain permission from relevant authorities including the police when required; erect all temporary works such as barriers, warning signs, lighting, etc.; have available adequate materials for temporary supports to sides of excavations and necessary labour, plant and materials to complete the work within the shortest possible time.in carrying out the works the Contractor shall, unless otherwise permitted or required by the Engineer: not open more than one excavation within a radius of 250 metes; limit the length of trench excavation open at one time to 150 metres;
maintain and alter or adapt all temporary works including supports to sides of excavations; remove all surplus excavated material the same day it is excavated; complete the works, including final reinstatement within ten days; where final reinstatement is not achieved within the required time, to carry out temporary reinstatement; ensure that any temporary reinstatement is maintained at the correct level until final reinstatement is achieved.

The above guidelines shall not relieve the Contractor of his obligations and responsibilities.

607.5 Safety Barriers

Safety barriers shall be provided to the perimeter of work areas and to trench and other types of excavations and to existing openings such as manholes, drawpits and the like. When exposed to the public, safety barriers shall be provided to both sides and ends of trenches and around all sides of openings.

The Contractor shall provide details of the type or types of safety barriers for each excavation for the approval of the Engineer prior to commencing work. No work shall commence until the safety barriers are in place.

The type of safety barrier used shall be appropriate to the particular location and the potential risks to the public. Examples of different types of safety barriers are given below:

Type 1 - excavated material;
Type 2- non-rigid barrier of rope or florescent tape strung between metal rods driven into the ground;
Type 3- rigid barrier of timber, steel or concrete. Such barriers could be in the form of horizontal rail(s) or sheet material secured to posts driven or concreted onto the ground.

The following are guidelines on the type of safety barriers that could be used in differing situations. They apply particularly to trenches but also apply to other types of excavation, existing openings onto the perimeter of work areas:

areas not subject to vehicular traffic - Types 1 or 2;
roadways (low traffic speed) - Types 1 or 2;
roadways (high traffic speed or where excavation are greater than 2 m) - Type 3.

The above examples of the types of barriers and the guidelines on situations in which they could be used shall not relieve the Contractor of his obligations and responsibilities.

608 Contractor's Site Check List

A sample Contractor's Site Check List is included in Annex 3 to this Specification. This is included to

assist contractors should they wish to introduce such a system as part of their site management procedures. The list is not exhaustive and further items will need to be added by the Contractor. The list is issued for guidance only, and does not, in any way, revise or limit the requirements covered elsewhere in these Specifications.

11 MISCELLANEOUS

1101 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 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 be followed where relevant.

1102 BONDIES TIES

Bonding ties shall be 75mm wide x 250mm long galvanized bitumen - coated expanded metal strip, cast 100mm into concrete surface in contact with block work. The bonding tie used shall be approved by the Engineer.

1103 PRECAST LINTELS

All precast items shall be marked with the date of casting and shall not be built until they have matured for 28 days. Ends of bar reinforcement shall be hooked. 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.

1104 BLOCKWORK

Building blocks shall be dense concrete blocks complying with the requirements of SRN 804 with faces for plastering and having a compressive strength of 14 N/sq.mm

Blocks shall be obtained from an approved manufacturer and shall be equal to sample blocks previously approved by the Engineer.

Blocks shall be carefully handled and stored on site and protected from the weather at all times. Surfaces on which blockwork is to be built shall be kept clean. Blocks shall be well wetted before being laid and the tops of walls where blockwork has been left shall be well wetted before re-commencing. Blockwork shall be built plumb, true to line and level, with all perpendiculars vertical and in line. Block shall be built in half bond and alternate -courses shall be block bonded at all junctions, no cut block shall be less than half block. Joints in concrete blockwork shall be well filled with gauged mortar and shall not exceed 10mm in width.

1105 DAMP - PROOF COURSE (DPC)

Hessian based metal cored bitumen for- damp-proof course shall be lead cored, complying with SRN 803 weighing not less than 4. 4kg 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.

1106 HARDWOOD

Hardwood for joinery shall be sound, well-conditioned and seasoned mvuli complying with the requirements of SRN 816. A sample of each representative section for use in the work shall be previously submitted by the contractor for approval by the Engineer. Moisture content shall be 12 (+ or- 2%)

1107 PLYWOOD

Plywood generally shall comply with SRN 811. That from sources not included in SRN 811 shall be of corresponding grades of veneers and types of bonding. Plywood for flush doors shall be Grade 1-Mvuli veneered.

1108 DOORS

Internal doors shall be hardwood framed solid cored flush doors constructed in accordance with SRN 817, 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%).

1109 FRAMES AND LININGS

Door frames and linings shall be class 1 Mvuli mortice and tenon jointed at angles. Subframes for internal doors shall be Class 1 Mvuli tongued at angles.

1110 ARCHITRAVES AND STOPS
Architraves and stops shall be Class 1 Mvuli matching to the frames and linings.

1111 IRONMONGERY
All ironmongery shall be obtained from a source approved by the Engineer. 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.

1112 JOINERY
All exposed joiner's work shall have wrought faces. The prices of all joiner's work shall include for slightly rounded arises.
Where the term framing or framed is made use of it shall be understood to mean all halvings, dovetails, tenons and hardwood pins and the best known means of putting the work together.
All framed work shall be put together loosely and stacked under cover where a free current of air can circulate and is not to be wedged and glued until it is required for fixing.
All joinery, when brought on the works, shall be stacked under cover. The Engineer or his representative, shall have full right of access to the joinery works and power to condemn any work not approved and any approval expressed or implied is not to relieve the contractor from his responsibility and liability to make good any shrinkage or other defects that may appear after the work is fixed.
All joinery to be painted shall be knotted and primed.
The Contractor shall provide all materials, labour, framing, fixing, etc., nails, screws and everything necessary for the proper execution and completion of the work.

1113 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 floor and d50mm into foot of each leg. Linings shall be fixed after completion of other finishings by means of screwing and pellating to sub-frames with matching hardwood pellates. Architraves and stops shall be pinned on, heads punched and filled with tinted filler.

1114 FIXING IRONMONGERY
The rates for supplying and fixing ironmongery shall include for all sinking, boring, mortising etc., making good, replacing damaged screws, oiling, adjusting and leaving in good working order and for mastering all keys.

1115 BOLTS AND NUTS
Bolts and nuts shall comply with the relevant requirements for the Standards as set out below:
Black Hexagon Bolts, Screws and Nuts SRN 914
Metal Washers for General Purpose SRN 925
Black Cup and countersunk Head Bolts and Screws with nuts SRN 932
The items shall preferably have coarse metric threads but items with B.S.W. or approved equivalent threads may be used. Bolt lengths shall be sufficient to ensure that nuts are full threaded when tightened in their final position.

1116 STRUCTURAL STEELWORK
The whole of the structural steelwork and testing shall comply with the relevant clauses of SRN 863. The Contractor shall include for the preparation of all shop details from the drawings supplied by the Engineer. All such details shall be approved in writing by the Engineer before the work is put in hand. Every drawing shall show the number and sizes of all rivets and bolts, compete 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 Engineer at the Contractor's expense.

The fabrication and erection of the steelwork shall be carried out in accordance with SRN 863.

1117 GALVANISEDWORK

Iron and steel, where galvanized, shall comply with SRN 903, 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.

ROADS AND FOOTPATHS.

1154. 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 Engineer may direct, refilled with hard core or other approved granular material, levelled and re-compacted before the sub-base is laid.

1155 MURRAM SUB-BASE.

The murram sub-base will be constructed only in poor soil conditions where directed by the Engineer. The murram shall be from an approved source quarried so as to exclude vegetable matter, loam, topsoil or clay. The California Bearing Ratio of the Murram, as determined for 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.

The murram sub-base shall be of thickness as shown on drawings or stated in the Bill of Quantities. The sub-base shall be evenly spread and compacted using 8 - 10 tonne roller for road construction and 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.

1156 WATER BOUND MACADAM BASE

The base shall consist of crushed building stone mechanically laid in one or more separate layers, so as to give a total compacted thickness as shown on the drawings, or stated in the Bill of Quantities. The first layer shall be laid to produce a thickness of 75 mm to 150mm after compaction as specified. Where a greater thickness than 150mm of base is specified the material shall be in separate layers each not less than 75mm or than 150mm in thickness after compaction.

The stone shall have the following gradings:

Standard sieve size	% by weight passing
5 in. (125mm) ring	100
3 in. (75rnm)	25 - 80
1 . 5 in. (38mm)	0-20
¾ in. (20mm)	0-5

Alternatively, a stone base may be placed by hand. If this case the first stones in each layer, which shall be of a cubicle nature, shall be placed to the approximate height of the layer. When an area has been covered in this way a second placing of stones or smaller size shall be positioned by eye in the spaces between these first placed, and wedged horne by hammering. A third placing of stone shall follow the second and so on until in the opinion of the Engineer the voids are sufficiently filled to permit compaction.

Thoroughly watering shall be carried out at all stages of compaction. Initial compaction shall be with a light roller. The surface shall be blinded with quarry dust so as to fill the interstices complete and gain rolled, this time using a heavy roller. The base shall then be well watered and brushed and permitted to dry. Further rolling with heavy roller, blinding with quarry dust, watering and brushing shall be carried on until the whole presents a homogeneous surface and no movement is visible under the action of the heavy roller. On completion of the base, and before any surfacing is laid the finished surface shall be maintained free from potholes, ruts and undulations, irregularities,

depressions, loose material or other defects, and shall remain true to cross- section, line and level.

1157 ROLLED ASPHALT HOT PROCESS WEARING COURSE

Rolled asphalt wearing course shall be made and laid in accordance with SRN Rolled Asphalt (Hot process) and the thickness after compaction shall be as shown on the drawings or stated in the Bill of Quantities. Except where impracticable the rolled asphalt shall be laid using an approved paver. Where a base course has been used as part of the surfacing, the wearing course shall be laid thereon as soon as practicable, care being taken that the latter is thoroughly clean. In any case the wearing course should be laid within 3 days of the laying of the base course, unless the Engineer allows otherwise, and no construction or other traffic shall be allowed on the basecourse.

1158 BITUMEN MACADAM WEARING COURSE

Bitumen macadam wearing shall be made and laid in accordance with SRN 866 and nominal size of aggregate all as shown on the drawings or stated in the Bill of Quantities. Except where impracticable the bitumen macadam shall be laid using an approved paver. The maximum mixing temperature for Straight run bitumen of penetration 85 - 100 is 155 degrees centigrade. For other penetration bitumen it shall be as determined by the Engineer.

1159 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 it shall uniformly compacted by an 8 - 10 tonne roller having a width of roll not less than 18 inches.

1160 PREPARATION OF THE BASE FOR SURFACING OR SURFACE DRESSING

Before any binder or coating material is applied to a base the latter shall have been freed from all extraneous material by brushing with mechanical sweepers or stiff brooms.
Macadam or murram bases shall normally receive a priming coat in accordance with the following clause.
Concrete, bitumen bound or rolled asphalt bases shall normally receive a tack coat in accordance with the following clause.

1161 PRIME COAT AND TACK COAT

When a base is to be sealed before surfacing by means of a prime coat, the surface shall first be prepared in accordance with the preceding clause. Unless otherwise stated in the Bill of Quantities or ordered by the Engineer, the prime coat material shall be bitumen grade M.C.O. at a rate of application of 1.2 - 1.5 litre/s.q.m. It shall be applied with a mechanical bitumen distributor complying with the requirements or SRN 935 Binder Distributors for Road Surface Dressing.
The prime coat shall be cured for 48 hours. This period may be relaxed at discretion of the Engineer who shall be informed and shall give his consent before any surfacing works are commenced.

The Contractor shall not permit traffic to run on a prime coat. Where this is unavoidable to the Engineer shall order an application of medium sand at a rate of 6kg./sq.m. which item shall be measured and paid for separately.
Unless otherwise stated in the Bill of Quantities or ordered by the Engineer, the tack coat material shall be approved bitumen emulsion in accordance with SRN866 Bitumen Road Emulsion containing not less than 55 of the bitumen. It shall be mechanically applied at a rate of 0.38 - 0.43 lit./sq.m. The tack coat shall be allowed to cure to a tacky condition and the Engineer's consent obtained before any surfacing works are commenced. Any ponding which has occurred out to bring the coverage within the limits specified.
The contractor shall not permit traffic under any circumstances to run on a coat.

1162 ROLLING OF SURFACE MATERIALS

The type and weight of the roller to be employed on each courses of surfacing shall be approved beforehand by the Engineer. Notwithstanding, the Engineer may call for a certified weigh bridge 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 man fully trained and experienced in rolling technique.

Rolling shall be generally carried out in a longitudinal direction, working from the edge of superlevated 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 roll marks are eliminated and there is no perceptible movement under the roller wheels. Idle standing on freshly laid material is not permitted.
If the total of surfacing to be compacted exceeds 3,330 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 to use a new carriageway at any stage of construction without the written permission of the Engineer.
Notwithstanding any conditions which the Engineer may stipulate at the time of giving his permission of the Engineer. Notwithstanding any condition the Engineer may stipulate at the time of giving his permission, the Contractor will be solely responsible for maintaining the new carriageway, keeping the surface clean and for making good at his own expense any damage or wear so caused.

1164 LAYING KERBS, CHANNELS AND EDGING BLOCKS
Kerbs, channels and edging blocks shall he bedded true to line and level in cement mortar in a concrete foundation class 15nO. They shall he haunched with concrete class 15/20. The foundation and haunch shall be laid before the approved sub-base is laid to the dimensions shown on the drawings.

1165. PREPARATION OF FOOTPATH FORMATION.
After the excavated 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.

1166. PRECAST CONCRETE PAVING
Precast concrete paving slabs shall be to SRN 859 and shall be jointed with 1:3 lime mortar. They shall be laid at a level not exceeding 4mm above the top of the kerb or concrete edging. The joints shall be thoroughly cleaned out and grouted with cement mortar well brushed in and flushed off. No cracked or broken slabs shall be used.

1167. CHASING
Chasing in load - bearing walling for pipes, etc. is to be kept to a minimum size of cut and positions and runs of chases are to approved by the Engineer before any cutting is commenced.

1168. DAMP - PROOF COURSES (DPC)
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.

1169. BITUMINOUS FELT ROOFING.
Bituminous felt roofing shall be-carried nut complete by an approved specialist sub-Contractor. Felt roofing shall be extented in accordance with SRN 936 and strictly in accordance with the manufacturer's instructions, laps shall be 100mm minimum and falls 100 mm in 3 metres for flat roofs and the minimum specification shall be as follows:
One layer of asphalt saturated felt (weighing 6.8kg per 10 square metres) laid loose to screed or random and lap nailed to the boarding.
One layer of ditto - but weighing 9 kg. Per 10 square metres and bedded to under layer with hot bituminous compound.
One layer of white mineral surfaced roofing felt (weighing not less than 23kg. Per 10 square metres) bedded to under layer with compound as last.

1170 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 same.

1171 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.

1172 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 handled over in perfect condition on completion.

1173 POLISHED TERRAZO
Polished terrazo shall be laid by an approved sub-Contractor and shall consist of a screed or backing coat and a finishing coat of "snowcrete" and marble chippings (1:2) mixed with "cemantone No. 1" colouring compound in accordance with the manufacturer's instructions in the proportions of 1 kg. Compound to 10kg Cement. Overall thickness is to be as specified.

The finishing coat shall be a minimum of 12mm thick for pavings trowelled to a smooth and even finish and well embbed and polished with carborundum.

SECTION VII - DRAWINGS

(To be shared as a soft copy and bidders are adviced to print on A3 paper and attach on the bid document)

PART III - THE CONDITIONS OF CONTRACT AND CONTRACT

PROPOSED CONSTRUCTION OF BOUNDARY WALL FOR NGE'THU TREATMENT PLANT AND LOWER STAFF QUARTERS (RESERVED FOR YOUTH, WOMEN AND PERSONS WITH DISABILITY)

General Conditions of Contract

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1. GENERAL PROVISIONS

1.1 Definitions

In the Conditions of Contract ("these Conditions"), which include Particular Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

1.1.1 The Contract

"Bills of Quantities", "Daywork Schedule" and "Schedule of Payment Currencies" mean the documents so named (if any) which are comprised in the Schedules.

"Contract Agreement" means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement].

"Contract" means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specification, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.

"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.

"Laws" means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.

"Letter of Acceptance" means the letter of formal acceptance, signed by the contractor and the Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.

"Letter of Tender" means the document entitled letter of tender or letter of tender, which was completed by the Contractor and includes the signed offer to the Procuring Entity for the Works.

"SCC" **means the Special Conditions of Contract completed by the Procuring Entity which modify the General Conditions of Contract.**

"Schedules" means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include the Bills of Quantities, data, lists, and schedules of rates and/or prices.

"Specification" means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract.Such document specifies the Works.

"Tender" means the Letter of Tender and all other documents which the Contractor submitted with the Letter of Tender, as included in the Contract.

1.1.2 Parties and Persons

"Contractor's Personnel" means the Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labor and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.

"Contractor's Representative" means the person named by the Contract or in the Contractor appointed from time to time by the Contractor under Sub-Clause 4.3 [Contractor's Representative], who acts on behalf of the Contractor.

"Contractor" means the person(s) named as contractor in the Letter of Tender accepted by the Procuring Entity and the legal successors in title to this person(s).

"Engineer" means the person appointed by the Procuring Entity to act as the Engineer for the purposes of the Contract and named in the **SCC**, or other person appointed from time to time by the Procuring Entity and notified to the Contractor under Sub-Clause 3.4 [Replacement of the Engineer].
"Party" means the Procuring Entity or the Contractor, as the context requires.

"Procuring Entity" means the Entity named in the Special Conditions of Contract.

"Procuring Entity's Personnel" means the Engineer, the assistants referred to in Sub-Clause 3.2 [Delegation by the Engineer] and all other staff, labor and other employees of the Engineer and of the Procuring Entity; and any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as Procuring Entity's Personnel.

"Procuring Entity" means the person named as Procuring Entity in the **SCC** and the legal successors in title to this person.

"Subcontractor" means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.

1.1.3 Dates, Tests, Periods and Completion

"Base Date" means a date 30 day prior to the submission of tenders.

"Commencement Date" means the date notified under Sub-Clause 8.1

[Commencement of Works]. **"Completion Certificate"** means the certificate

issued under Sub-Clause 11.9 [Performance Certificate]. **"Day"** means a calendar day

and "year" means 365 days.

"Defects Notification Period" means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over 365 days except if otherwise stated in the **SCC** (with any extension under Sub-Clause 11.3 [Extension of Defects Notification Period]), calculated from the date on which the Works or Section is completed as certified under Sub-Clause 10.1[Taking Over of the Works and Sections].

"Taking-Over Certificate" means a certificate issued under Clause 10 [Procuring Entity's Taking Over].

"Tests after Completion" means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Procuring Entity.

"Tests on Completion" means the tests which are specified in the Contract or agreed by

both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Procuring Entity.

"Time for Completion" means the time for completing the Works or a Section (as the case may be) under Sub- Clause 8.2 [Time for Completion], as stated in the **SCC** (with any extension under Sub-Clause 8.4 [Extension of Time for Completion]), calculated from the Commencement Date.

1.1.4 Money and Payments

"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.

"Contract Price" means the price defined in Sub-Clause 14.1 [The Contract Price] and includes adjustments in accordance with the Contract.

"Cost" means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

"Final Payment Certificate" means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].

"Final Statement" means the statement defined in Sub-Clause 14.11 [Application for Final Payment(Certificate].
"Foreign Currency" means acurrency in which part (orall) of the Contract Price is payable, but not the Local Currency.

"Interim Payment Certificate" means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.

"Local Currency" means the currency of the Country.

"Payment Certificate" means a payment certificate issued under Clause 14 [Contract Price and Payment].

"Provisional Sum" means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].

"Retention Money" means the accumulated retention moneys which the Procuring Entity retains under Sub- Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].

"Statement" means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.

1.1.5 Works and Goods

"Contractor's Equipment" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Procuring Entity's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

"Goods" means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

"Materials" means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the

Contractor under the Contract.

"Permanent Works" means the permanent works to be executed by the Contractor under the Contract.

"Plant" means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Procuring Entity and relating to the construction or operation of the Works.

"Section" means a part of the Works specified in the **SCC** as a Section (if any).

"Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.

"Works" mean the Permanent Works and the Temporary Works, or either of them as appropriate.

1.1.6 Other Definitions

"Contractor's Documents" means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.

"Country" means Kenya as the country in which the Site is located, where the Permanent Works are to be executed.

"Force Majeure" is defined in Clause 19 [Force Majeure].

"Laws" means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by- laws of any legally constituted public authority.

"Notice of Dissatisfaction" means the notice given by either Party to the other under Sub-Clause 20.4 indicating its dissatisfaction and intention to commence arbitration.
"Performance Security" means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].

"Procuring Entity's Equipment" means the apparatus, machinery and vehicles (if any) made available by the Procuring Entity for the use of the Contractor in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Procuring Entity.

"Site" means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.

"Unforeseeable" means not reasonably foreseeable by an experienced contractor by the Base Date.

"Variation" means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].

1.2 Interpretation

In the Contract, except where the context requires otherwise:

a) Words indicating one gender include all genders;
b) words indicating the singular also include the plural and words indicating the plural also include the singular;
c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;

d) "written" or "inwriting" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and

e) the word "tender" is synonymous with "tender" and "tenderer" with "Tenderer" and the words "tender documents" with "tendering documents."

1.3 Communications

1.3.1 Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

a) In writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the **SCC**; and

b) Delivered, sent or transmitted to the address for the recipient's communications as stated in the **SCC**. However:

i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and

ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

1.3.2 Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.

1.4 Law andLanguage

1.4.1 The Contract shall be governed by the **laws of Kenya**.

1.4.2 The ruling language of the Contract shall be the **English Language.**

1.5 Priority of Documents

1.5.1 The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

a) The Contract Agreement,

b) theLetterofAcceptance,

c) the Particular Conditions–Part A,

d) the Particular Conditions–Part B

e) the General Conditions of Contract

f) the Form of Tender,

g) the Specifications and Bills of Quantities

h) the Drawings, and

i) the Schedules and any other documents forming part of the Contract.

1.5.2 If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

1.6 Contract Agreement

The Parties shall enter into a Contract Agreement within 14 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall bebasedupon the form annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shallbe borne by the Procuring Entity.

1.7 Assignment

Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:

a) May assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and

b) May, as security in favor of a Procuring Entity or financial institution, assign its right to any moneys due, or to become due, under the Contract.

1.8 Care and Supply of Documents

1.8.1 The Specification and Drawings shall be in the custody and care of the Procuring Entity. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.

1.8.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Procuring Entity. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer

1.8.3 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Procuring Entity's Personnel shall have the right of access to all these documents at all reasonable times.

1.8.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

1.9 Delayed Drawings or Instructions

1.9.1 The Contractor shall give notice to the Engineer whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.

If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Engineer to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

1.9.2 After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

1.9.3 However, if and to the extent that the Engineer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

1.10 Procuring Entity's Use of Contractor's Documents

1.10.1 As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor. The Contractor shall be deemed (by signing the Contract) to give to the Procuring Entity a non-terminable transferable non- exclusive royalty-free license tocopy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:

a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,

b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and

c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

1.10.2 The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Procuring Entity for purposes other than those permitted under this Sub-Clause.

1.11 Contractor's Use of Procuring Entity's Documents

As between the Parties, the Procuring Entity shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Procuring Entity. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Procuring Entity's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

1.12 Confidential Details

The Contractor's and the Procuring Entity's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation.

1.13 Compliance with Laws

The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Particular Conditions:

a) The Procuring Entity shall have obtained (or shall obtain) the planning, zoning, building permit or similar permission for the Permanent Works, and any other permissions described in the Specification as having been (or to be) obtained by the Procuring Entity; and the Procuring Entity shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and

b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Procuring Entity harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.

1.14 Joint and Several Liability

If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons:

a) These persons shall be deemed to be jointly and severally liable to the Procuring Entity for the performance of the Contract;

b) these persons shall notify the Procuring Entity of their leader who shall have authority to bind the Contractor and each of these persons; and

c) the Contractor shall not alter its composition or legal status without the prior consent of the Procuring Entity.

1.15 Inspections and Audit by the Procuring Entity

Pursuant to paragraph 2.2 e. of Appendix B to the General Conditions, the Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Procuring Entity and/or persons appointed by the Procuring Entity 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 Procuring Entity if requested by the Procuring Entity. The Contractor's and its Subcontractors' and sub- consultants' attention is drawn to Sub-Clause15.6 (Fraud and Corruption) which provides, interalia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Procuring Entity's prevailing sanctions procedures).

2. THE PROCURING ENTITY

2.1 Right of Access to the Site

2.1.1 The Procuring Entity shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the **SCC**. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Procuring Entity is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Procuring Entity shall do so in the time and manner stated in the Specification. However, the Procuring Entity may withhold any such right or possession until the Performance Security has been received.

2.1.2 If no such time is stated in the **SCC**, the Procuring Entity shall give the Contractor right of access to, and possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the programme submitted under Sub-Clause 8.3 [Programme].

2.1.3 If the Contractor suffers delay and/or incurs Cost as aresult of a failure by the Procuring Entity to give any such right or possession within such time, the Contractor shall give notice to the Engineer and shall been titled subject toSub-Clause20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

2.1.4 After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause3.5 [Determinations] to agree or determine these matters.

2.1.5 However, if and to the extent that the Procuring Entity's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

2.2 Permits, Licenses or Approvals

The Procuring Entity shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:

a) Copies of the Laws of the Country which are relevant to the Contract but are not readily available, and

b) Any permits, licenses or approvals required by the Laws of the Country:

   i) Which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws],

   ii) For the delivery of Goods, including clearance through customs, and

   iii) For the export of Contractor's Equipment when it is removed from the Site.

2.3 Procuring Entity's Personnel

The Procuring Entity shall be responsible for ensuring that the Procuring Entity's Personnel and the Procuring Entity's other contractors on the Site:

a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and

b) take actions similar to those which the Contractor is required to take under sub-

paragraphs (a), (b) and (c) of Sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].

2.4 Procuring Entity's Financial Arrangement

2.4.1 The Procuring Entity shall submit, before the Commencement Date and there after within 30 days after receiving any request from the Contractor, reasonable evidence that financial arrangements have been made and are being maintained which will enable the Procuring Entity to pay the Contract Price punctually (as estimated at that time) in accordance with Clause 14 [Contract Price and Payment]. Before the Procuring Entity makes any material change to his financial arrangements, the Procuring Entity shall give notice to the Contractor with detailed particulars.

2.4.2 In addition, if the Procuring Entity has notified to the Contractor that the Procuring Entity has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Procuring Entity shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the 2.4.3 Engineer, within 7 days of the Procuring Entity having received the suspension notification from the Procuring Entity. If alternative funds will be available in appropriate currencies to the Procuring Entity to continue making payments to the Contractor beyond a date 60 day after the date of Procuring Entity notification of the suspension, the Procuring Entity shall provide reasonable evidence in his notice of the extent to which such funds will be available.

2.5 Procuring Entity's Claims

2.5.1 If the Procuring Entity considers itself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Procuring Entity or the shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Procuring Entity's Equipment and Free-Issue Materials], or for other services requested by the Contractor.

2.5.2 The notice shall be given as soon as practicable and no longer than 30 days after the Procuring Entity became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.

2.5.3 The particulars shall specify the Clause or other basis of the claim and shall include substantiation of the amount and/or extension to which the Procuring Entity considers itself to be entitled in connection with the Contract. The Engineer shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the amount (if any) which the Procuring Entity is entitled to be paid by the Contractor, and/or(ii) the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 11.3 [Extension of Defects Notification Period].

3. THE ENGINEER

3.1 Engineer's Duties and Authority

3.1.1 The Procuring Entity shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.

The Engineer shall have no authority to amend the Contract.
The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. If the Engineer is required to obtain the approval of the Procuring Entity before exercising a specified authority, the requirements shall be as stated in the Particular Conditions. The Procuring Entity shall promptly inform the Contractor of any change to the authority attributed to the Engineer.

3.1.2 However, whenever the Engineer exercises a specified authority for which the Procuring

Entity's approval is required, then (for the purposes of the Contract) the Procuring Entity shall be deemed to have given approval. Except as otherwise stated in these Conditions:

a) Whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer shall be deemed to act for the Procuring Entity; the Engineer has no authority to relieve either Party of any duties, obligations or
b) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and
c) any act by the Engineer in response to a Contractor's request except as otherwise expressly specified shall be notified in writing to the Contractor within 14 days of receipt.

3.1.2 The following provisions shall apply; The Engineer shall obtain the specific approval of the Procuring Entity before taking action under the-following Sub-Clauses of these Conditions:

a) Sub-Clause 4.12: agreeing or determining an extension of time and/or additional cost.
b) Sub-Clause13.1: instructing a Variation, except;
   i) In an emergency situation as determined by the Engineer, or
   ii) If such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the **SCC**.
c) Sub-Clause13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause13.1or13.2.
d) Sub-Clause13.4: Specifying the amount payable in each of the applicable currencies.

3.1.3 Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contract or to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Procuring Entity, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Procuring Entity.

3.2 Delegation by the Engineer

3.2.1 The Engineer may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident engineer, and/or independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Engineer shall not delegate the authority to determine any matter in accordance with Sub-Clause3.5 [Determinations].

3.2.2 Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:

a) Any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Engineer to reject the work, Plant or Materials;
b) If the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.

3.3 Instructions of the Engineer

3.3.1 The Engineer may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

3.3.2 The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on anymatter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Engineer or a delegated assistant:

a) Gives an oral instruction,
b) Receives a written confirmation of the instruction, from (or on behalf of) theContractor, within two working days after giving the instruction, and
c) Does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation, then the confirmation shall constitute the written instruction of the Engineeror delegated assistant (as the case may be).

3.4 Replacement of the Engineer

If the Procuring Entity intends to replace the Engineer, the Procuring Entity shall, not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended replacement Engineer. If the Contractor considers the intended replacement Engineer to be unsuitable, he has the right to raise objection against him by notice to the Procuring Entity, with supporting particulars, and the Procuring Entity shall give full and fair consideration to this objection.

3.5 Determinations

3.5.1 Whenever these Conditions provide that the Engineer shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter, the Engineer shall consult with each Party in an endeavor to reach agreement. If agreement is not achieved, the Engineer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

3.5.2 The Engineer shall give notice to both Parties of each agreement or determination, with supporting particulars, within 30 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].

4. THE CONTRACTOR

4.1 Contractor's General Obligations

4.1.1 The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Engineer's instructions, and shall remedy any defects in the Works.

4.1.2 The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.

4.1.3 All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Procuring Entity.

4.1.4 The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the design or

specification of the Permanent Works.

4.1.5 The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.

4.1.6 The Contractor shall not commence any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrowpits), unless the Engineer is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts.

4.1.7 If the Contract specifies that the Contract or shall design any part of the Permanent Works, then unless otherwise stated in the Particular Conditions:

a) The Contractor shall submit to the Engineer the Contractor's Documents for this part in accordance with the procedures specified in the Contract;
b) These Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Engineer to add to the Drawings for co-ordination of each Party's designs;
c) The Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and
d) Prior to the commencement of the Tests on Completion, the Contractor shall submit to the Engineer the “as- built” documents and, if applicable, operation and maintenance manuals in accordance with the Specification and insufficient detail for the Procuring Entity to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for thev purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer.

4.2 Performance Security

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

4.2.2 The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount stated in the **SCC** and denominated in the currency (ies) of the Contractor in a freely convertible currency acceptable to the Procuring Entity. If an amount is not stated in the **SCC,** this Sub-Clause shall not apply.

4.2.3 The Contractor shall deliver the Performance Security to the Procuring Entity within 14 days after receiving the Letter of Acceptance and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable Procuring Entity or financial institution selected by the Contract or and shall be in the form annexed to the Particular Conditions, as stipulated by the Procuring Entity in the **SCC**, or in another form approved by the Procuring Entity.

4.2.4 The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.

4.2.5 The Procuring Entity shall not make a claim under the Performance Security, except for amounts to which the Procuring Entity is entitled under the Contract.

The Procuring Entity shall indemnify and hold the Contractor harmless against and from all

damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Procuring Entity was not entitled to make the claim.

4.2.6 The Procuring Entity shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate.

4.2.7 Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer determines an addition or are duction to the Contract Price as a result of a change in cost and/or legislation, or as a result of a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Engineer's request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.

4.3 Contractor's Representative

4.3.1 The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked interms of Sub-Clause 6.9 [Contractor's Personnel], or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.

The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Representative or appoint a replacement.

4.3.2 The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Engineer's prior consent, and the Engineer shall be notified accordingly.

4.3.3 The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Engineer].

The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at anytime revoke the delegation. Any delegation or revocation shall not take effect until the Engineer has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

4.3.4 The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause1.4 [Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

4.4 Subcontractors

4.4.1 The Contractor shall not subcontract the whole of the Works.

4.4.2 The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor. Unless otherwise stated in the Particular Conditions:

a) The Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract;

b) The prior consent of the Engineer shall be obtained to other proposed Sub contractors;

c) the Contractor shall give the Procuring entity not less than 14 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of

such work on the Site; and

d) each subcontract shall include provisions which would entitle the Procuring Entity to require the subcontract to be assigned to the Procuring Entity under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause15.2 [Termination by Procuring Entity].

4.4.3 The Contractor shall ensure that the requirements imposed on the Contractorby Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor.

4.4.4 Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors.

4.5 Assignment of Benefit of Subcontract

If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Procuring Entity, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Procuring Entity for the work carried out by the Subcontractor after the assignment takes effect.

4.6 Co-operation

4.6.1 The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:

a) The Procuring Entity's Personnel,
b) Any other contractors employed by the Procuring Entity, and
c) The personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract.

4.6.2 Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.

If, under the Contract, the Procuring Entity is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor’s Documents, the Contractor shall submit such documents to the Engineer in the time and manner stated in the Specification.

4.7 Setting Out

4.7.1 The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contractor notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.

The Procuring Entity shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.

4.7.2 If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/or Cost, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

4.7.3 After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could

not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to thise.

4.8 Safety Procedures

The Contractor shall:

a) Comply with all applicable safety regulations,
b) Take care for the safety of all persons entitled to be on the Site,
c) Use reasonable efforts to keep the Site and Works clear of unnecessary obstructions as to avoid danger to these persons,
d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause10 [Procuring Entity's Taking Over], and
e) Provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

4.9 Quality Assurance

4.9.1 The Contractor shall institute a quality assurance system to demonstrate compliance with the requirementsof the Contract. The system shall be in accordance with the details stated in the Contract. The Engineer shall be entitled to audit any aspect of the system.

4.9.2 Details of all procedures and compliance documents shall be submitted to the Engineer for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor itself shall be apparent on the document itself. Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

4.10 Site Data

4.10.1 The Procuring Entity shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Procuring Entity's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Procuring Entity shall similarly make available to the Contract or all such data which come into the Procuring Entity's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.

4.10.2 To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

a) The form and nature of the Site, including sub-surface conditions,
b) The hydrological and climatic conditions,
c) The extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
d) The Laws, procedures and labor practices of the Country, and
e) The Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

4.11 Sufficiency of the Accepted Contract Amount

4.11.1 The Contractor shall be deemed to:

a) Have satisfied itself as to the correctness and sufficiency of the Accepted Contract Amount, and
b) Have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data].

4.11.2 Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects.

4.12 Unforeseeable Physical Conditions

4.12.1 In this Sub-Clause, “physical conditions” means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.

4.12.2 If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the ContractorshallgivenoticetotheEngineerassoonaspracticable.

This notice shall describe the physical conditions, so that they can be inspected by the Engineer, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Engineer may give. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

4.12.3 If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice under Sub-Clause 20.1 [Contractor's Claims] to:

a) An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) Payment of any such Cost, which shall be included in the Contract Price.

4.12.4 Upon receiving such notice and inspecting and/or investigating these physical conditions, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.

4.12.5 However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Engineer may also review whether other physical conditions in similar parts of the Works (if any) were more favorable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that thesemore favorable conditions were encountered, the Engineer may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in any reduction in the Contract Price.

4.12.6 The Engineer shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor's interpretation of any such evidence.

4.13 Rights of Way and Facilities

Unless otherwise specified in the Contract the Procuring Entity shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works.

4.14 Avoidance of Interference

4.14.1 The Contractor shall not interfere unnecessarily or improperly with:

a) The convenience of the public, or

b) The access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Procuring Entity or of others.

4.14.2 The Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

4.15 Access Route

4.15.1 TheContractorshallbedeemedtohavebeensatisfiedastothesuitabilityandavailabilityofaccessroutestothe SiteatBaseDate.TheContractorshallusereasonableeffortstopreventanyroadorbridgefrombeingdamaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriatevehiclesandroutes.

4.15.2 Except as otherwise stated in these Conditions:

a) The Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;

b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;

c) the Procuring Entity shall not be responsible for any claims which may arise from the use or otherwise of any access route;

d) the Procuring Entity does not guarantee the suitability or availability of particular access routes; and

e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.

4.16 Transport of Goods

Unless otherwise stated in the Particular Conditions:

a) The Contractor shall give the Engineer not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;

b) The Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and

c) The Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.

4.17 Contractor's Equipment

The Contractor shall be responsible for all Contractor's Equipment. When brought onto the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

4.18 Protection of the Environment

4.18.1 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

4.18.2 The Contractor shall ensure that emissions, surfaced is charges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.

4.19 Electricity, Water and Gas

4.19.1 The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.

The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specification. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed.

4.19.2 The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Engineer in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity.

4.20 Procuring Entity's Equipment and Free-Issue Materials

4.20.1 The Procuring Entity shall make the Procuring Entity's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification. Unless otherwise stated in the Specification:

a) The Procuring Entity shall be responsible for the Procuring Entity's Equipment, except that

b) The Contractor shall be responsible for each item of Procuring Entity's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it.

4.20.2 The appropriate quantities and the amounts due (at such stated prices) for the use of Procuring Entity's Equipment shall be agreed or determined by the Engineer in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity.

The Procuring Entity shall supply, free of charge, the “free-issue materials” (if any) in accordance with the details stated in the Specification. The Procuring Entity shall, at his risk and cost, provide these materialsc at the time and place specified in the Contract. The Contractor shall then visually inspect them and shall promptly give notice to the Engineer of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Procuring Entity shall immediately rectify the notified shortage, defect or default.

4.20.3 After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor.The Contractor's obligations of inspection, care, custody and control shall not relieve the Procuring Entity of liability for any shortage, defect or default not apparent froma visual inspection.

4.21 Progress Reports

4.21.1 Unless otherwise stated in the Particular Conditions, monthly progress reports shall be prepared by the Contractor and submitted to the Engineer in six copies. The first report shall cover the period upto the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.

4.21.2 Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

4.21.3 Each report shall include:

a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor’s Documents, procurement, manufacture, delivery to Site, construction, erection and testing; andincluding these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),

b) photographs showing the status of manufacture and of progress on the Site;
c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:
   i) commencement of manufacture,
   ii) Contractor's inspections,
   iii) tests, and
   iv) shipment and arrival at the Site;
d) the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment];
e) copies of quality assurance documents, test results and certificates of Materials;
f) list of notices given under Sub-Clause 2.5 [Procuring Entity's Claims] and notices given under Sub-Clause
20.1 [Contractor's Claims];
g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
h) comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

4.21.4 The Contractor shall provide immediate notification to the Engineer of incidents in the following categories. Full details of such incidents shall be provided to the Engineer within the time frame agreed with the Engineer.
a) confirmed or likely violation of any law or international agreement;
b) any fatality or serious injury;
c) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary);
d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or
e) any allegation of sexual harassment or sexual misbehavior, child abuse, defilement, or other violations involving children.

4.22 Security of the Site

Unless otherwise stated in the Particular Conditions:
a) The Contractor shall be responsible for keeping unauthorized persons off the Site, and
b) Authorized persons shall be limited to the Contractor's Personnel and the Procuring Entity's Personnel; and to any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as authorized personnel of the Procuring Entity's other contractors on the Site.

4.23 Contractor's Operations on Site

4.23.1 The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Engineer as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.

During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.

4.23.2 Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition.

However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

4.24 Fossils

4.24.1 All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Procuring Entity. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.

4.24.2 The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

5. NOMINATED SUB CONTRACTORS

5.1 Definition of "nominated Subcontractor

In the Contract, "nominated Subcontractor" means a Subcontractor:

a) Who is stated in the Contract as being a nominated Subcontractor, or

b) whom the Engineer, under Clause 13 [Variations and Adjustments], instructs the Contractor to employ as a Subcontractor subject to Sub-Clause 5.2 [Objection to Notification].

5.2 Objection to Nomination

The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Engineer as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Procuring Entity agrees in writing to indemnify the Contractor against and from the consequences of the matter:

a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;

b) the nominated Subcontract or does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or

c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontract or shall:

   i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract;

   ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities, and

   iii) be paid only if and when the Contractor has received from the Procuring Entity payments for sums due under the Subcontract referred to under Sub-Clause 5.3 [Payment to nominated Subcontractors].

5.3 Payments to nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts shown on the nominated Subcontractor's invoices approved by the Contractor which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause

13.5 [Provisional Sums], except as stated in Sub-Clause 5.4 [Evidence of Payments].

5.4 Evidence of Payments

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor hasreceived all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

a) Submits this reasonable evidence to the Engineer, or

b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and

ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement, then the Procuring Entity may (at his sole discretion) pay, direct to the nominated Subcontractor, partor all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Procuring Entity, the amount which the nominated Subcontractor was directly paid by the Procuring Entity.

6. STAFF AND LABOR

6.1 Engagement of Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country.

6.2 Rates of Wages and Conditions of Labor

6.2.1 The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by Procuring Entity's whose trade or industry is similar to that of the Contractor.

6.2.2 The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in Kenya in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of Kenya for the time being in force, and the Contractor shall perform such duties in regard to such deductions there of as may be imposed on him by such Laws.

6.3 Persons in the Service of Procuring Entity

The Contractor shall not recruit, or attempt to recruit, staff and labor from amongst the Procuring Entity's Personnel.

6.4 Labor Laws

6.4.1 The Contractor shall comply with all the relevant labor Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

6.4.2 The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

6.5 Working Hours

No work shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours stated in the **SCC**, unless:

a) Otherwise stated in the Contract,
b) The Engineer gives consent, or
c) The work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer.

6.6 Facilities for Staff and Labor

6.6.1 Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Procuring Entity's Personnel as stated in the Specification.

6.6.2 The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

6.7 Health and Safety

6.7.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure thatmedical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Procuring Entity's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

6.7.2 The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

6.7.3 The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Engineer may reasonably require.

6.7.4 HIV-AIDS Prevention. The Contractor shall conduct an HIV-AIDS awareness programme via an approved service provider and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV virus between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.

6.8 Contractor's Superintendence

6.8.1 Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work.

6.8.2 Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

6.9 Contractor's Personnel

6.9.1 The Contractor's Personnel specified in the **SCC** shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works,

including the Contractor's Representative if applicable, who:

a) Persists in any misconduct or lack of care,
b) Carries out duties incompetently or negligently,
c) Fails to conform with any provisions of the Contract,
d) Persists in any conduct which is prejudicial to safety, health, or the protection of the environment, or
e) Based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works.

6.9.2 If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

6.10 Records of Contractor's Personnel and Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

6.11 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.

6.12 Foreign Personnel

6.12.1 The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Procuring Entity will, if requested by the Contractor, use his Lowest endeavors in a timely and expeditious manner to assist the Contract or in obtaining any local, state, national or government permission required for bringing in the Contractor's personnel.

6.12.2 The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

6.13 Supply of Foodstuffs

6.13.1 The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

6.14 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

6.15 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

6.16 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereof by Contractor's Personnel.

6.17 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

6.18 Festivals and Religious Customs

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

6.19 Funeral Arrangements

The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works.

6.20 Prohibition of Forced or Compulsory Labor

The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

6.21 Prohibition of Harmful Child Labor

The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where the relevant labor laws of the Country have provisions for employment of minors, the Contract or shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.

6.22 Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labor at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

6.23 Workers' Organizations

The Contractor shall comply with laws on workers' rights to form and to join workers' organizations without interference and to bargain collectively.

6.24 Non-Discrimination and Equal Opportunity

The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline.

7. Plant, Materials and Workmanship

7.1 Manner of Execution

The Contractor shall carry out the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works:

a) In the manner (if any) specified in the Contract,
b) In a proper workman like and careful manner, in accordance with recognized good practice, and
c) With properly equipped facilities and non-hazardous Materials, except as otherwise

specified in the Contract.

7.2 Samples

The Contractor shall submit the following samples of Materials, and relevant information, to the Engineer for consent prior to using the Materials in or for the Works:

a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and

b) additional samples instructed by the Engineer as a Variation.

Each sample shall be labeled as to origin and intended use in the Works.

7.3 Inspection

7.3.1 The Procuring Entity's Personnel shall at all reasonable times:

a) Have full access to all parts of the Site and to all places from which natural Materials are being obtained, and

b) During production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.

7.3.2 The Contractor shall give the Procuring Entity's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

The Contractor shall give notice to the Engineer whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Engineer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.

7.4 Testing

7.4.1 This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any).

7.4.2 Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labor, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and place for the specified testing of any Plant, Materials and other parts of the Works.

The Engineer may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.

7.4.3 The Engineer shall give the Contractor not less than 24 hours' notice of the Engineer's intention to attend the tests. If the Engineer does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Engineer'spresence.

If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Procuring Entity is responsible, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension ofTime for Completion], and

b) Payment of any such Cost-plus profit, which shall be included in the Contract Price.

7.4.4 After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

The Contractor shall promptly forward to the Engineer duly certified reports of the tests. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Engineer has not attended the tests, he shall be deemed to have accepted the readings as accurate.

7.5 Rejection

7.5.1 If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.

7.5.2 If the Engineer requires this Plant, Materials or workmanship to be retested, the tests shall be repeated unde rthe same terms and conditions. If the rejection and retesting cause the Procuring Entity to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the Procuring Entity.

7.6 Remedial Work

7.6.1 Notwithstanding any previous test or certification, the Engineer may instruct the Contractor to:

a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,

b) remove and re-execute any other work which is not in accordance with the Contract, and

c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.

7.6.2 The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c).

7.6.3 If the Contractor fails to comply with the instruction, the Procuring Entity shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity all costs arising from this failure.

7.7 Ownership of Plant and Materials

Except as otherwise provided in the Contract, each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Procuring Entity at whichever is the earlier of the following times, free from liens and other encumbrances:

a) When it is incorporated in the Works;

b) When the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.10 [Payment for Plant and Materials in Event of Suspension].

7.8 Royalties

Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:

a) Natural Materials obtained from outside the Site, and

b) The disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.

8. COMMENCEMENT, DELAYS AND SUSPENSION

8.1 Commencement of Works

8.1.1 Except as otherwise specified in the Special Conditions of Contract, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and

the Engineer's notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor:

a) Contract by relevant authorities of the Country;
b) delivery to the Contractor of reasonable evidence of the Procuring Entity's financial arrangements (under Sub-Clause 2.4 [Procuring Entity's Financial Arrangements]);
c) signature of the Contract Agreement by both Parties, and if required, approval of the except if otherwise specified in the **SCC**, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works
d) receipt by the Contract or of the Advance Payment under Sub-Clause14.2 [Advance Payment] provided that the corresponding Procuring Entity guarantee has been delivered by the Contractor.

8.1.2 If the said Engineer's instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 16.2 [Termination by Contractor].

8.1.3 The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date and shall then proceed with the Works with due expedition and without delay.

8.2 Time for Completion

The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:

a) achieving the passing of the Tests on Completion, and
b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections].

8.3 Programme

8.3.1 The Contractor shall submit a detailed time programme to the Engineer within 14 days after receiving the notice under Sub-Clause 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include:

a) the order in which the Contractor intends to carry out the Works, including the anticipated timing ofeach stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing,
b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
c) the sequence and timing of inspections and tests specified in the Contract, and
d) a supporting report which includes:
    i) a general description of the methods which the Contract or intends to adopt, and of the major stages, in the execution of the Works, and
    ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

8.3.2 Unless the Engineer, within 14 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Procuring Entity's Personnel shall be entitled to rely upon the programme when planning their activities.

8.3.3 The Contractor shall promptly give notice to the Engineer of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works. The Engineer may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and/or a proposal under Sub-

Clause 13.3 [Variation Procedure].

8.3.4 If, at anytime, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.

8.4 Extension of Time for Completion

8.4.1 The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:

a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract,
b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
c) exceptionally adverse climatic conditions,
d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
e) Any delay, impediment or prevention caused by or attributable to the Procuring Entity, the Procuring Entity's Personnel, or the Procuring Entity's other contractors.

8.4.2 If the Contractor considers itself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

8.5 Delays Caused by Authorities

If the following conditions apply, namely:

a) The Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country,
b) These authorities delay or disrupt the Contractor's work, and
c) The delay or disruption was Unforeseeable, then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].

8.6 Rate of Progress

8.6.1 If, at any time:

a) Actual progress is too slow to complete within the Time for Completion, and/or
b) Progress has fallen (or will fall) behind the current programme under Sub-Clause 8.3 [Programme], other than as a result of a cause listed in Sub-Clause 8.4 [Extension of Time for Completion], then the Engineer may instruct the Contractor to submit, under Sub-Clause 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.

   Unless the Engineer notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Procuring Entity to incur additional costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the Procuring Entity, in addition to delay damages (if any) under Sub-Clause 8.7 below.

8.6.2 Additional costs of revised methods including acceleration measures, instructed by the Engineer to reduce delays resulting from causes listed under Sub-Clause 8.4 [Extension of

Time for Completion] shall be paid by the Procuring Entity, without generating, however, any other additional payment benefit to the Contractor.

8.7 Delay Damages

8.7.1 If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay delay damages to the Procuring Entity for this default. These delay damages shall be the sum stated in the **SCC**, which shall be paid for everyday which shall elapse between the relevant Time for Completion and the datestatedintheTaking-OverCertificate.However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the **SCC**.

8.7.2 These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Procuring Entity] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

8.8 Suspension of Work

8.8.1 The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.

8.8.2 The Engineer may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10 and 8.11 shall not apply.

8.9 Consequences of Suspension

8.9.1 If the Contractor suffers delay and/or incurs Cost from complying with the Engineer's instructions under Sub- Clause 8.8 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Engineer and shall been titled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) Payment of any such Cost, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

8.9.2 The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.8 [Suspension of Work].

8.10 Payment for Plant and Materials in Event of Suspension

The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/or Materials which have not been delivered to Site, if:

a) the work on Plant or delivery of Plant and/or Materials has been suspended for more than 30 days, and
b) the Contractor has marked the Plant and/or Materials as the Procuring Entity's property in accordance with the Engineer's instructions.

8.11 Prolonged Suspension

If the suspension under Sub-Clause 8.8 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Engineer's permission to proceed. If the Engineer does not give permission within 30 days after being requested to do so, the Contractor may,

by giving notice to the Engineer, treat the suspension as an omission under Clause 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [Termination by Contractor].

8.12 Resumption of Work

After the permission or instruction to proceed is given, the Contractor and the Engineer shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Engineer an instruction to this effect under Clause13 [Variations and Adjustments].

9. TESTS ON COMPLETION

9.1 Contractor's Obligations

9.1.1 The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with sub-paragraph (d) of Sub-Clause 4.1 [Contractor's General Obligations].

9.1.2 The Contractor shall give to the Engineer not less than 21 days' notice of the date after which the Contract or will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the Engineer shall instruct.

9.1.3 In considering the results of the Tests on Completion, the Engineer shall make allowances for the effect of any use of the Works by the Procuring Entity on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer.

9.2 Delayed Tests

9.2.1 If the Tests on Completion are being unduly delayed by the Procuring Entity, Sub-Clause 7.4 [Testing] (fifth paragraph) and/or Sub-Clause 10.3 [Interference with Tests on Completion] shall be applicable.

If the Tests on Completion are being unduly delayed by the Contractor, the Engineer may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contract or may fix and of which he shall give notice to the Engineer.

If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Procuring Entity's Personnel may proceed with the Tests at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contract or and the results of the Tests shall be accepted as accurate.

9.3 Retesting

If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall apply, and the Engineer or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.

9.4 Failure to Pass Tests on Completion

9.4.1 If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Engineer shall be entitled to:

a) Order further repetition of Tests on Completion under Sub-Clause 9.3;
b) If the failure deprives the Procuring Entity of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Procuring

Entity shall have the same remedies as are provided in sub-paragraph (c) of Sub-Clause 11.4 [Failure to Remedy Defects]; or

c) Issue a Taking-Over Certificate, if the Procuring Entity so requests.

9.4.2 In the event of sub-paragraph (c), the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Procuring Entity as a result of this failure. Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Procuring Entity may require the reduction to be (i) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued, or
(ii) determined and paid under Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations].

10. PROCURING ENTITY'S TAKING OVER

10.1 Taking Over of the Works and Sections

10.1.1 Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Procuring Entity when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.

10.1.2 The Contract or may apply by notice to the Engineer for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contract or may similarly apply for a Taking-Over Certificate for each Section.

10.1.3 The Engineer shall, within 30 days after receiving the Contractor's application:

a) issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or

b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.

10.1.4 If the Engineer fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 30 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.

10.2 Taking Over of Parts of the Works

10.2.1 The Engineer may, at the sole discretion of the Procuring Entity, issue a Taking-Over Certificate for any part of the Permanent Works.

The Procuring Entity shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Engineer has issued a Taking-Over Certificate for this part. However, if the Procuring Entity does use any part of the Works before the Taking-Over Certificate isissued:

a) The part which is used shall be deemed to have been taken over as from the date on which it is used,

b) The Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Procuring Entity, and

c) If requested by the Contractor, the Engineer shall issue a Taking-Over Certificate for this part.

10.2.2 After the Engineer has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests onCompletion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period.

10.2.3 If the Contractor incurs Cost as a result of the Procuring Entity taking over and/or using a part of the Works, other than such use as is specified in the Contractor agreed by the Contractor, the Contractor shall (i) give notice to the Engineer and (ii) be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to payment of any such Cost-plus profit, which shall be included in the Contract Price. After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this Cost and profit.

10.2.4 If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages there after for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the daily rate of delay damages under Sub-Clause 8.7 [Delay Damages] and shall not affect the maximum amount of these damages.

10.3 Interference with Tests on Completion

10.3.1 If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Procuring Entity is responsible, the Procuring Entity shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.

The Engineer shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Engineer shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract.

10.3.2 If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) Payment of any such Cost-plus profit, which shall be included in the Contract Price.

10.3.3 After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

10.4 Surfaces Requiring Reinstatement

Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.

11. Defects Liability

11.1 Completion of Outstanding Work and Remedying Defects

11.1.1 In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable there after, the Contractor shall:

a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and

b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Procuring Entity on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be).

11.1.2 If a defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Procuring Entity.

11.2 Cost of Remedying Defects

11.2.1 All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:
a) Any design for which the Contractor is responsible,
b) Plant, Materials or workmanship not being in accordance with the Contract, or
c) Failure by the Contractor to comply with any other obligation.

11.2.2 If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Procuring Entity, and Sub-Clause 13.3 [Variation Procedure] shall apply.

11.3 Extension of Defects Notification Period

11.3.1 The Procuring Entity shall be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.

11.3.2 If delivery and/or erection of Plant and/or Materials was suspended under Sub-Clause 8.8 [Suspension of Work] orSub-Clause 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Notification Period for the Plant and/or Materials would otherwise have expired.

11.4 Failure to Remedy Defects

11.4.1 If the Contractor fails to remedy any defector damage within a reasonable time, a date may be fixed by (or on behalf of) the Procuring Entity, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date.

11.4.2 If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Procuring Entity may (at his option):
a) Carry out the work itself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity the costs reasonably incurred by the Procuring Entity in remedying the defect or damage;
b) Require the Engineer to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause3.5 [Determinations]; or
c) If the defect or damage deprives the Procuring Entity of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use.

11.4.3 Without prejudice to any other rights, under the Contractor otherwise, the Procuring Entity shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.

11.5 Removal of Defective Work

If the defect or damage cannot be remedied expeditiously on the Site and the Procuring Entity gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.

11.6 Further Tests

11.6.1 If the work of remedying of any defect or damage may affect the performance of the Works, the Engineer may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 30 days after the defect or damage is remedied.

11.6.2 These tests shall be carried out in accordance with the terms applicable to the previous tests, except that hey shall be carried out at the risk and cost of the Party liable, under Sub-Clause 11.2 [Cost of Remedying Defects], for the cost of the remedial work.

11.7 Right of Access

Until the Performance Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Procuring Entity's reasonable security restrictions.

11.8 Contractor to Search

The Contractor shall, if required by the Engineer, search for the cause of any defect, under the direction of the Engineer. Unless the defect is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Cost of the search plus profit shall be agreed or determined by the Engineer in accordance with Sub-Clause 3.5 [Determinations] and shall be included in the Contract Price.

11.9 Completion Certificate

11.9.1 Performance of the Contractor's obligations shall not be considered to have been completed until the Engineer has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract.

11.9.2 The Engineer shall issue the Performance Certificate within 30 days after the latest of the expiry dates of the Defects Notification Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Performance Certificate shall be issued to the Procuring Entity.

11.9.3 Only the Performance Certificate shall be deemed to constitute acceptance of the Works.

11.10 Unfulfilled Obligations

After the Performance Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extentof unperformed obligations, the Contract shall be deemed to remain in force.

11.11 Clearance of Site

11.11.1 Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.

11.11.2 If all these items have not been removed within 30 days after receipt by the Contractor of the Performance Certificate, the Procuring Entity may sell or otherwise dispose of any remaining items. The Procuring Entity shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Procuring Entity's costs, the Contractor shall pay the outstanding balance to the Procuring Entity.

12. MEASUREMENT AND EVALUATION

12.1 Works to be Measured

12.1.1 The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractor shall show in each application under Sub-Clauses 14.3 [Application for Interim Payment Certificates], 14.10 [Statement on Completion] and 14.11 [Application for Final Payment Certificate] the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract.

12.1.2 Whenever the Engineer requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:

a) promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and

(b) supply any particulars requested by the Engineer.

If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate.

12.1.3 Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.

12.1.4 If the Contractor examines and disagrees the records, and/or does not sign them as agreed, then the Contractor shall give notice to the Engineer of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Engineer shall review the records and either confirm or vary them and certify the payment of the undisputed part. If the Contractor does not so give notice to the Engineer within 14 days after being requested to examine the records, they shall be accepted as accurate.

12.2 Method of Measurement

Except as otherwise stated in the Contract and notwithstanding local practice:

a) Measurement shall be made of the net actual quantity of each item of the Permanent Works, and

b) The method of measurement shall be in accordance with the Bills of Quantities or other applicable Schedules.

12.3 Evaluation

12.3.1 Except as otherwise stated in theContract, the Engineer shallproceed in accordance with Sub-Clause
3.5 [Determinations] to agree or determine the Contract Price by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriate rate or price for the item.

For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contractor, if there is no such item, specified for similar work.

12.3.2 Any item of work included in the Bills of Quantities for which no rate or price was specified shall be considered as included in other rates and prices in the Bills of Quantities and will not be paid for separately.

However, a new rate or price shall be appropriate for an item of work if:

a) I) the measured quantity of the item is changed by more than 25% from the

quantity of this item in the Bills of Quantities or another Schedule,

ii) This change in quantity multiplied by such specified rate fo rthis item exceeds 0.25% of the Accepted Contract Amount,

iii) This change in quantity directly changes the Cost per unit quantity of this item by more than 1%, and

iv) This item is not specified in the Contract as a "fixed rate item"; or

b) i) the work is instructed under Clause 13 [Variations and Adjustments],

ii) no rate or price is specified in the Contract for this item, and

iii) no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract.

12.3.3 Each new rate or price shall be derived from any relevant rates or prices in the Contract, with reasonable adjustments to take account of the matters described in sub-paragraph (a) and/or (b), as applicable. If no rates or prices are relevant for the derivation of a new rate or price, it shall be derived from the reasonable Cost of executing the work, together with profit, taking account of any other relevant matters.

12.3.4 Until such time as an appropriate rate or price is agreed or determined, the Engineer shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences.

12.3.5 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: *(corrected tender price–tender price)/tender price X 100*.

12.4 Omissions

Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:

a) the Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;

b) the omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and

c) this cost is not deemed to be included in the evaluation of any substituted work; then the Contractor shall give notice to the Engineer accordingly, with supporting particulars. Upon receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this cost, which shall be included in the Contract Price.

13. VARIATIONS AND ADJUSTMENTS

13.1 Right to Vary

13.1.1 Variations may be initiated by the Engineer at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal.

13.1.2 The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Engineer stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this notice, the Engineer shall cancel, confirm or vary the instruction.

Each Variation may include:

a) Changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation),
b) Changes to the quality and other characteristics of any item of work,
c) Changes to the levels, positions and/or dimensions of any part of the Works,
d) Omission of any work unless it is to be carried out by others,
e) Any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
f) Changes to the sequence or timing of the execution of the Works.

13.1.3 The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Engineer instructs or approves a Variation.

13.2 Value Engineering

13.2.1 The Contract or may, at any time, submit to the Engineer a written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Procuring Entity of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Procuring Entity of the completed Works, or (iv) otherwise be of benefit to the Procuring Entity.

13.2.2 The proposal shall be prepared at the cost of the Contract or and shall include the items listed in Sub- Clause 13.3 [Variation Procedure].

If a proposal, which is approved by the Engineer, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:

a) The Contractor shall design this part,
b) Sub-paragraphs (a) to (d) of Sub-Clause 4.1 [Contractor's General Obligations] shall apply, and
c) If this change results in a reduction in the contract value of this part, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine a fee, which shall be included in the Contract Price. This fee shall be half (50%) of the difference between the following amounts:
    i) such reduction in contract value, resulting from the change, excluding adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost], and
    ii) the reduction (if any) in the value to the Procuring Entity of the varied works, taking account of any reductions in quality, anticipated life or operational efficiencies.

13.2.3 However, if amount (i) is less than amount (ii), there shall not be a fee.

13.3 Variation Procedure

13.3.1 If the Engineer requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:

a) a description of the proposed work to be performed and a programme for its execution,
b) the Contractor's proposal for any necessary modifications to the programme according toSub-
Clause 8.3 [Programme] and to the Time for Completion, and
c) the Contractor's proposal for evaluation of the Variation.

13.3.2 The Engineer shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response.

13.3.3 Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Engineer to the Contractor, who shall acknowledge receipt.

Each Variation shall be evaluated in accordance with Clause 12 [Measurement and Evaluation], unless the Engineer instructs or approves otherwise in accordance with this Clause.

13.4 Paymentin Applicable Currencies

If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.

13.5 Provisional Sums

13.5.1 Each Provisional Sum shall only be used, in whole or in part, in accordance with the Engineer's instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Engineer shall have instructed. For each Provisional Sum, the Engineer may instruct:

a) Work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [Variation Procedure]; and/or

b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]) or otherwise; and for which there shall be included in the Contract Price:

   i) The actual amounts paid (or due to be paid) by the Contractor, and

   ii) A sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule.

   iii) If there is no such rate, the percentage rate stated in the **SCC** shall be applied.

13.5.2 The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

13.6 Daywork

13.6.1 For work of a minor or incidental nature, the Engineer may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this Sub-Clauses hall nota pply.

Before ordering Goods for the work, the Contractor shall submit quotations to the Engineer. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.

13.6.2 Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall deliver each day to the Engineer accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work:

a) The names, occupations and time of Contractor's Personnel,

b) The identification, type and time of Contractor's Equipment and Temporary Works, and

c) The quantities and types of Plant and Materials used.

13.6.3 One copy of each statement will, if correct, or when agreed, be signed by the Engineer and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer, prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payment Certificates].

13.7 Adjustments for Changes in Legislation

13.7.1 The Contract Price shall be adjusted to take account of any increase or decrease in Costresulting from a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.

13.7.2 If the Contract or suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractorshall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) Payment of any such Cost, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

13.7.3 Not withstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account inthe index ing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause
13.8 [Adjustments for Changes in Cost].

13.8 Adjustments for Changes in Cost

13.8.1 In this Sub-Clause, “table of adjustment data” means the completed table of adjustment data for local and foreign currencies included in the Schedules. If there is no such table of adjustment data, this Sub- Clause shall not apply.

13.8.2 If this Sub-Clause applies, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labor, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in costs.

13.8.3 The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be of the following general type:

$Pn = a + b\ Ln/Lo + c\ En/Eo + d\ Mn/Mo + \ldots\ldots$ where:

“Pn” is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period “n”, this period being a month unless otherwise stated in the **SCC**;

“a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

“b”, “c”, “d”, ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labor, equipment and materials;

“Ln”, “En”, “Mn”, ... are the current cost indices or reference prices for period “n”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on

the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

"Lo", "Eo", "Mo" ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

13.8.4 The cost indices or reference prices stated in the table of adjustment data shall be used. If their source is in doubt, it shall be determined by the Engineer. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table) for the purposes of clarification of the source; although these dates (and thus these values) may not correspond to the base cost indices.

13.8.5 In cases where the "currency of index" is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the central Procuring Entity of the Country, of this relevant currency on the above date for which the index is required to be applicable.

13.8.6 Until such time as each current cost index is available, the Engineer shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.

13.8.7 If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices thereafter shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price, which ever is more favorable to the Procuring Entity.

13.8.8 The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.

14. CONTRACT PRICE AND PAYMENT

14.1 The Contract Price

14.1.1 Unless otherwise stated in the Particular Conditions:

a) the Contract Price shall be agreed or determined under Sub-Clause 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract;

b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation];

c) any quantities which may be set out in the Bills of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:

   i) of the Works which the Contractor is required to execute, or

   ii) for the purposes of Clause 12 [Measurement and Evaluation]; and

d) the Contractor shall submit to the Engineer, within 30 days after the Commencement Date, a proposed breakdown of each lumpsum price in the Schedules.

14.1.2 The Engineer may take account of the breakdown when preparing Payment Certificates, but shall not be bound by it.

14.1.3 Not withstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts there for, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation.

14.2 Advance Payment

14.2.1 The Procuring Entity shall make an advance payment, as an interest- free loan for mobilization and cashflow support, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the **SCC**. Unless and until the Procuring Entity receives this guarantee, or if the

total advance payment is not stated in the **SCC**, this Sub-Clause shall not apply.

14.2.2 The Engineer shall deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Procuring Entity receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by a reputable Procuring Entity or financial institution selected by the Contractor and shall be in the form annexed to the Particular Conditions or in another form approved by the Procuring Entity.

14.2.3 The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reducedbytheamountrepaidbytheContractorasindicatedinthe Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

14.2.4 Unless stated otherwise in the SCC, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Engineer in accordance with Sub-Clause 14.6 [Issue of Interim PaymentCertificates], as follows:

a) Deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and
b) Deductions shall be made at the amortization rate stated in the **SCC** of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

14.2.5 If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Procuring Entity], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Procuring Entity], except for Sub-Clause 15.5 [Procuring Entity's Entitlement to Termination for Convenience], payable by the Contractor to the Procuring Entity.

14.3 Application for Interim Payment Certificates

14.3.1 The Contractor shall submit a Statement in six copies to the Engineer after the end of each month, in aform approved by the Engineer, showing in detail the amounts to which the Contractor considers itself to been titled, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause 4.21 [Progress Reports].

14.3.2 The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:

a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below);
b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost];
c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in the **SCC** to the total of the above amounts, until the amount so retained by the Procuring Entity reaches the limit of Retention Money (if any) stated in the **SCC**;

d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with Sub-Clause 14.2 [Advance Payment];
e) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause14.5[Plant and Materials intended for the Works];
f) any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and
g) the deduction of amounts certified in all previous Payment Certificates.

14.3.3 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: *(corrected tender price–tender price)/tender priceX100*.

14.4 Schedule of Payments

14.4.1 If the Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule:

a) The instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates];
b) Sub-Clause14.5[Plantand Materials intended for the Works] shall not apply; and
c) If these instalments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less or more than that on which this schedule of payments was based, then the Engineer may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine revised instalments, which shall take account of the extent to which progress is less or more than that on which the instalments were previously based.

14.4.2 If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.

14.5 Plant and Materials intended for the Works *(see SCC for lists)*

14.5.1 If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3, (i) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates].

14.5.2 If the lists referred to in sub-paragraphs (b) (i) or (c) (i) below are not included in the Schedules, this Sub-Clause shall not apply. The Engineer shall determine and certify each addition if the following conditions are satisfied:
a) The Contractor has:
   i) Kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and
   ii) Submitted a statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence; and either:
b) The relevant Plant and Materials:
   i) Are those listed in the Schedules for payment when shipped,
   ii) Have been shipped to the Country, enroute to the Site, in accordance with the

Contract; and

iii) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Engineer together with evidence of payment of freight and insurance, any other documents reasonably required, and an Procuring Entity guarantee in a form and issued by an entity approved by the Procuring Entity in amounts and currencies equal to the amount due under this Sub- Clause: this guarantee may be in a similar form to the form referred to in Sub-Clause 14.2[Advance Payment] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration;

c) the relevant Plant and Materials:

i) are those listed in the Schedules for payment when delivered to the Site, and

ii) have been delivered to and are properly stored on the Site, are protected against loss, damage or deterioration, and appear to be inaccordance with the Contract.

14.5.3 The additional amount to be certified shall be the equivalent of eighty percent (80%) of the Engineer's determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials.

14.5.4 The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.

14.6 Issue of Interim Payment Certificates

14.6.1 No amount will be certified or paid until the Procuring Entity has received and approved the Performance Security. Thereafter, the Engineer shall, within 30 days after receiving a Statement and supporting documents, deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate which shall state the amount which the Engineer fairly determines to be due, with all supporting particulars for any reduction or withholding made

However, prior to issuing the Taking-Over Certificate for the Works, the Engineer shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated in the **SCC**. In this event, the Engineer shall give notice to the Contractor accordingly.

14.6.2 An Interim Payment Certificate shall not be withheld for any other reason, although:

a) if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may bewithheld until rectification or replacement has been completed; and/or

b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer, the value of this work or obligation may be withheld until the work or obligation has been performed.

14.6.3 The Engineer may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Engineer's acceptance, approval, consent or satisfaction.

14.7 Payment

14.7.1 The Procuring Entity shall pay to the Contractor:

a) The first instalment of the advance payment within 42 days after issuing the Letter of Acceptance or within 21 days after receiving the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub-Clause 14.2 [Advance Payment], whichever is later;

b) the amount certified in each Interim Payment Certificate within 56 days after the

Engineer receives the Statement and supporting documents; or, at a time when the Procuring Entity's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and

c) the amount certified in the Final Payment Certificate within 56 days after the Procuring Entity receives this Payment Certificate; or, at a time when the Procuring Entity's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [Termination by Contractor].

14.7.2 Payment of the amount due in each currency shall be made in to the Procuring Entity account, nominated by the Contractor, in the payment country (for this currency) specified in the Contract.

14.8 Delayed Payment

14.8.1 If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [Payment], irrespective (in the case of its sub-paragraph (b)) of the date on which any Interim Payment Certificate isissued.

14.8.2 Unless otherwise stated in theParticular Conditions, these financing charges shall be calculated at the annual rate of three percentage points above the discount rate of the central Procuring Entity in the country of the currency of payment, or if not available, the inter-Procuring Entity offered rate, and shall be paid in such currency.

The Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy.

14.9 Payment of Retention Money

14.9.1 When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.

14.9.2 Promptly after the latest of the expiry dates of the Defects Notification Periods, the outstanding balance of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.

14.9.3 However, if any work remains to be executed under Clause 11 [Defects Liability], the Engineer shall be entitled to withhold certification of the estimated cost of this work until it has been executed.

14.9.4 When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost].

14.9.5 Unless otherwise stated in the Particular Conditions, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Procuring

Entity and issued by a reputable Procuring Entity or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contract or has executed and completed the Works and remedied any defects, as specified for the Performance Security in Sub-Clause 4.2. On receipt by the Procuring Entity of the required guarantee, the Engineer shall certify and the Procuring Entity shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release under the second paragraph of this Sub-Clause. The Procuring Entity shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

14.9.6 If the Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under it when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security when the Taking-Over Certificate isissued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security.

14.10 Statement at Completion

Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit tothe Engineer six copies of a Statement at completion with supporting documents, in accordance with Sub-Clause
14.3 [Application for Interim Payment Certificates], showing:

a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works,
b) any further sums which the Contractor considers to be due, and
c) an estimate of any other amounts which the Contractor considers will become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion.

The Engineer shall then certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates].

14.11 Application for Final Payment Certificate

14.11.1 Within 56 days after receiving the Performance Certificate, the Contractor shall submit, to the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:

a) The value of all work done in accordance with the Contract, and
b) Any further sums which the Contractor considers to be due to him under the Contractor otherwise.

14.11.2 If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require within 30 days from receipt of said draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final statement as agreed. This agreed statement is referred to in these Conditions as the “Final Statement”.

14.11.3 However, if, following discussions between the Engineer and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Engineer shall deliver to the Procuring Entity (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 20.4 [Obtaining Dispute Board's Decision] or Sub-Clause 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Procuring Entity (with a copy to the Engineer) a Final Statement.

14.12 Discharge

When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.

14.13 Issue of Final Payment Certificate

14.13.1 Within 30 days after receiving the Final Statement and discharge in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Engineer shall deliver, to the Procuring Entity and to the Contractor, the Final Payment Certificate which shall state:

(a) The amount which he fairly determines is finally due, and
(b) After giving credit to the Procuring Entity for all amounts previously paid by the Procuring Entity and for all sums to which the Procuring Entity is entitled, the balance (if any) due from the Procuring Entity to the Contractor or from the Contractor to the Procuring Entity, as the case may be.

14.13.1 If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Engineer shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 30 days, the Engineer shall issue the Final Payment Certificate for such amount as he fairly determines to be due.

14.14 Cessation of Procuring Entity's Liability

14.14.1 The Procuring Entity shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:
a) In the Final Statement and also
b) (Except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 14.10[Statement at Completion].

14.14.2 However, this Sub-Clause shall not limit the Procuring Entity'sliabilityunderhisindemnificationobligations, or the Procuring Entity's liability in any case of fraud, deliberate default or reckless misconduct by the ProcuringEntity.

14.15 Currencies of Payment

The Contract Price shall be paid in the currency or currencies named in the Schedule of Payment Currencies.If more than one currency is so named, payments shall be made as follows:
a) If the Accepted Contract Amount was expressed in Local Currency only:
   (i) The proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Schedule of Payment Currencies, except as otherwise agreed by both Parties;
   ii) payments and deductions under Sub-Clause 13.5 [Provisional Sums] and Sub-Clause 13.7 [Adjustments for Changes in Legislation] shall be made in the applicable currencies and proportions; and
   iii) other payments and deductions under sub-paragraphs (a) to (d) of Sub-Clause 14.3 [Application for Interim Payment Certificates] shall be made in the currencies and proportions specified in sub- paragraph (a) (i) above;
b) payment of the damages specified in the **SCC**, shall be made in the currencies and proportions specified in the Schedule of Payment Currencies;
c) other payments to the Procuring Entity by the Contractor shall be made in the currency

in which the sum was expended by the Procuring Entity, or in such currency as may be agreed by both Parties;

d) if any amount payable by the Contractor to the Procuring Entity in a particular currency exceeds the sum payable by the Procuring Entity to the Contractor in that currency, the Procuring Entity may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and

e) if no rates of exchange are stated in the Schedule of Payment Currencies, they shall be those prevailing on the Base Date and determined by the central Procuring Entity of the Country.

15. TERMINATION BY PROCURING ENTITY

15.1 Notice to Correct

If the Contractor fails to carry out any obligation under the Contract, the Engineer may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.

15.2 Termination by Procuring Entity

15.2.1 The Procuring Entity shall be entitled to terminate the Contract if the Contractor:

a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct],

b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,

c) without reasonable excuse fails:

   (i) to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or

   ii) to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub- Clause 7.6 [Remedial Work], within 30 days after receiving it,

d) subcontracts the whole of the Works or as signs the Contract without the required agreement,

e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or

f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:

   i) for doing or forbearing to do any action in relation to the Contract, or

   ii) for showing or for bearing to show favor or disfavor to any person in relation to the Contract, or if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination, or

g) based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Appendix B to these General Conditions, in competing for or in executing the Contract.

15.2.2 In any of these events or circumstances, the Procuring Entity may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub- paragraph (e) or (f) or (g), the Procuring Entity may by notice terminate the Contract immediately.

15.2.3 The Procuring Entity's election to terminate the Contract shall not prejudice any other rights of the Procuring Entity, under the Contract or otherwise.

The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Engineer. However, the Contractor shall use his lowest efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for

the protection of life or property or for the safety of the Works.

After termination, the Procuring Entity may complete the Works and/or arrange for any other entities to do so. The Procuring Entity and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.

The Procuring Entity shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Procuring Entity, these items may be sold by the Procuring Entity in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

15.3 Valuation at Date of Termination

As soon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

15.4 Payment after Termination

After a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Procuring Entity may:

a) Proceed in accordance with Sub-Clause 2.5 [Procuring Entity's Claims],

b) Withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Procuring Entity, have been established, and/or

c) Recover from the Contractor any losses and damages incurred by the Procuring Entity and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Procuring Entity shall pay any balance to the Contractor.

15.5 Procuring Entity's Entitlement to Termination for Convenience

15.5.1 The Procuring Entity shall be entitled to terminate the Contract, at any time for the Procuring Entity's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 30 days after the later of the dates on which the Contractor receives this notice or the Procuring Entity returns the Performance Security. The Procuring Entity shall not terminate the Contract under this Sub-Clause in order to execute the Works itself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Clause 16.2[Termination by Contractor].

15.5.2 After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on Termination].

15.6 Fraud and Corruption

The Procuring Entity requires compliance with the national law and regulations against corruption. All available sanctions will apply where corruption is detected.

16. SUSPENSION AND TERMINATION BY CONTRACTOR

16.1 Contractor's Entitlement to Suspend Work

16.1.1 If the Engineer fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or the Procuring Entity fails to comply with Sub-Clause 2.4 [Procuring Entity's Financial Arrangements] or Sub- Clause 14.7 [Payment], the Contractor may, after giving not less than 21days' notice to the Procuring Entity, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.

16.1.2 Not withstanding the above, if the Procuring Entity has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Procuring Entity's Financial Arrangements], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Procuring Entity having received the suspension notification from the Procuring Entity.

16.1.3 The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [Delayed Payment] and to termination under Sub-Clause 16.2[Termination by Contractor].

16.1.4 If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.

16.1.5 If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

16.1.6 After receiving this notice, the Engineers hall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

16.2 Termination by Contractor

16.2.1 The Contractor shall be entitled to terminate the Contract if:

a) the Contractor does not receive the reasonable evidence within 42 days after giving notice under Sub- Clause 16.1 [Contractor's Entitlement to Suspend Work] in respect of a failure to comply with Sub-Clause 2.4 [Procuring Entity's Financial Arrangements],
b) the Engineer fails, within 56 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate,
c) the Contractor does not receive the amount due under an Interim Payment Certificate within 42 days after the expiry of the time stated in Sub-Clause 14.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Procuring Entity's Claims]),
d) the Procuring Entity substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,
e) the Procuring Entity fails to comply with Sub-Clause 1.6 [Contract Agreement] or Sub-Clause 1.7 [Assignment],

f) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or

g) the Procuring Entity becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

h) The Contractor does not receive the Engineer's instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works.

16.2.2 In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Procuring Entity, terminate the Contract. However, in the case of sub-paragraph (f) or (g), the Contractor may by notice terminate the Contract immediately.

16.2.3 In the event the Procuring Entity suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor hasnot received the sums due to him upon expiration of the14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 above, or (ii) terminate the Contract by giving notice to the Procuring Entity, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice.

The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise.

16.3 Cessation of Work and Removal of Contractor's Equipment

After a notice of termination under Sub-Clause 15.5 [Procuring Entity's Entitlement to Termination for Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:

a) Cease all further work, except for such work as may have been instructed by the Engineer for the protection of life or property or for the safety of the Works,

b) Handover Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and

c) Remove all other Goods from the Site, except as necessary for safety, and leave the Site.

16.4 Payment on Termination

After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Procuring Entity shall promptly:

a) Return the Performance Security to the Contractor,

b) Pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release], and

c) Pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

17. RISK AND RESPONSIBILITY

17.1 Indemnities

17.1.1 The Contractor shall indemnify and hold harmless the Procuring Entity, the Procuring Entity's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

(a) Bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of

the Works and the remedying of any defects, unless attributable to any negligence, willful actor breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of the irrespective agents, and

(b) Damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, the irrespective agents, or any one directly or indirectly employed by any of them.

17.1.2 The Procuring Entity shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any oftheir respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property].

17.2 Contractor's Care of the Works

17.2.1 The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Procuring Entity. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Procuring Entity.

17.2.2 After responsibility has accordingly passed to the Procuring Entity, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.

17.2.3 If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 17.3 [Procuring Entity's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.

17.2.4 The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor aftera Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.

17.3 Procuring Entity's Risks

The risks referred to in Sub-Clause 17.4 [Consequences of Procuring Entity's Risks] below, insofar as they directly affect the execution of the Works in the Country, are:

a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, within the Country,
c) riot, commotion or disorder within the Country by persons other than the Contractor's Personnel,
d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity,
e) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds,
f) use or occupation by the Procuring Entity of any part of the Permanent Works, except

as may be specified in the Contract,

g) design of any part of the Works by the Procuring Entity's Personnel or by others for whom the Procuring Entity is responsible, and

h) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions.

17.4 Consequences of Procuring Entity's Risks

17.4.1 If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Engineer and shall rectify this loss or damage to the extent required by the Engineer.

17.4.2 If the Contractor suffers delay and/or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1[Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) payment of any such Cost, which shall be included in the Contract Price. In the case of sub-paragraphs (f) and (g) of Sub-Clause 17.3 [Procuring Entity's Risks], Cost plus profit shall be payable.

17.4.3 After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

17.5 Intellectual and Industrial Property Rights

17.5.1 In this Sub-Clause, “infringement” means an infringement (or alleged infringement) of any patent, registered design, copyright, trademark, tradename, trade secret or other intellectual or industrial property right relating to the Works; and “claim” means a claim (or proceedings pursuing a claim) alleging an infringement.

17.5.2 Whenever a Party does not give notice to the other Party of any claim within 30 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.

17.5.3 The Procuring Entity shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:

a) An unavoidable result of the Contractor's compliance with the Contract, or

b) A result of any Works being used by the Procuring Entity:

i) For a purpose other than that indicated by, or reasonably to be inferred from, the

ii) Contract, or

iii) In conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.

17.5.4 The Contractor shall indemnify and hold the Procuring Entity harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.

17.5.5 If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.

17.6 Limitation of Liability

17.6.1 Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contractor for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause17.1 [Indemnities]; Sub-Clause 17.4 (b) [Consequences of Procuring Entity's Risks] and Sub-Clause 17.5[Intellectual and Industrial Property Rights].

17.6.2 The total liability of the Contractor to the Procuring Entity, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Procuring Entity's Equipment and Free- Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the **SCC**, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount.

17.6.3 This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

17.7 Use of Procuring Entity's Accommodation/Facilities

17.7.1 The Contractor shall take full responsibility for the care of the Procuring Entity provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contract or until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for theWorks).

17.7.2 If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Procuring Entity is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.

18. INSURANCE

18.1 General Requirements for Insurances

18.1.1 In this Clause, “insuring Party” means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.

18.1.2 Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Procuring Entity. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

18.1.3 Wherever the Procuring Entity is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

18.1.4 If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Procuring Entity shall act for Procuring Entity's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.

18.1.5 Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.

18.1.6 The relevant insuring Party shall, within the respective periods stated in the **SCC** (calculated from the Commencement Date), submit to the other Party:

a) Evidence that the insurances described in this Clause have been effected, and

b) Copies of the policies for the insurances described in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property].

18.1.7 When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer.

18.1.8 Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuringParty shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.

Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.

18.1.9 The insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract or fails to provide satisfactory evidence and copies of policies in accordance with this Sub- Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.

18.1.10 Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Procuring Entity, under the other terms of the Contractor otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Procuring Entity in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.

18.1.11 Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Procuring Entity's Claims] or Sub- Clause 20.1[Contractor's Claims], as applicable.

18.1.12 The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause18) with insurers from any eligible source country.

18.2 Insurance for Works and Contractor's Equipment

18.2.1 The insuring Party shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.

18.2.2 The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Clause 11 [Defects Liability]).

18.2.3 The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.

18.2.4 Unless otherwise stated in the Particular Conditions, insurances under this Sub-Clause:

a) Shall be effected and maintained by the Contractor as insuring Party,

b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage,

c) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Procuring Entity's Risks],

d) shall also cover, to the extent specifically required in the tendering documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Procuring Entity of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (c), (g) and (h) of Sub-Clause 17.3 [Procuring Entity's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated in the **SCC**(if an amount is not so stated, this sub-paragraph (d) shall not apply), and

e) may however exclude loss of, damage to, and reinstatement of:

i) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),

ii) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,

iii) a part of the Works which has been taken over by the Procuring Entity, except to the extent that the Contractor is liable for the loss or damage, and

iv) Goods while they are not in the Country, subject to Sub-Clause 14.5 [Plant and Materials intended for the Works].

18.2.5 If, more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Procuring Entity, with supporting particulars. The Procuring Entity shall then (i) be entitled subject to Sub- Clause 2.5 [Procuring Entity's Claims] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 18.1 [General Requirements for Insurances].

18.3 Insurance against Injury to Persons and Damage to Property

18.3.1 The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.

18.3.2 This insurance shall be for a limit per occurrence of not less than the amount stated in the **SCC**, with no limit on the number of occurrences. If an amount is not stated in the **SCC**, this Sub-Clause shall not apply. Unless otherwise stated in the Particular Conditions, the insurances specified in this Sub-Clause:

a) Shall be effected and maintained by the Contractor as insuring Party,

b) Shall be in the joint names of the Parties,

c) Shall be extended to cover liability for all loss and damage to the Procuring Entity's property (except things insured under Sub-Clause 18.2) arising out of the Contractor's performance of the Contract, and

d) May however exclude liability to the extent that it arises from:

i) The Procuring Entity's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works,

ii) damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any defects, and

iii) a cause listed in Sub-Clause 17.3 [Procuring Entity's Risks], except to the extent that cover is available at commercially reasonable terms.

18.4 Insurance for Contractor's Personnel

18.4.1 The Contract or shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.

18.4.2 The insurance shall cover the Procuring Entity and the Engineer against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Procuring Entity or of the Procuring Entity's Personnel.

18.4.3 The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

19. FORCE MAJEURE

19.1 Definition of Force Majeure

19.1.1 In this Clause, “Force Majeure” means an exceptional event or circumstance:

a) Which is beyond a Party's control,

b) Which such Party could not reasonably have provided against before entering into the Contract,

c) Which, having arisen, such Party could not reasonably have avoided or overcome, and

d) Which is not substantially attributable to the other Party.

19.1.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,

ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,

iii) riot, commotion, disorder, strike or lock out by persons other than the Contractor's Personnel,

iv) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio- activity, and

v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

19.2 Notice of Force Majeure

19.2.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

19.2.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

19.3 Duty to Minimize Delay

Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected by the ForceMajeure.

19.4 Consequences of Force Majeure

19.4.1 If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 19.1 [Definition of Force Majeure] and, in sub-paragraphs (ii) to (iv), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub- Clause 18.2 [Insurance for Works and Contractor's Equipment].

19.4.2 After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

19.5 Force Majeure Affecting Subcontractor

If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

19.6 Optional Termination, Payment and Release

If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment].

Upon such termination, the Engineer shall determine the value of the work done and issue a Payment Certificate which shall include:

a) The amounts payable for any work carried out for which a price is stated in the Contract;

b) The Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Procuring Entity when paid for by the Procuring Entity, and the Contractor shall place the same at the Procuring Entity's disposal;

c) other Cost or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;

d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and there turn of these items to the Contractor's works in his country (or toanyotherdestinationatnogreatercost);and

e) the Cost of repatriation of the Contractor's staff and labor employed wholly in connection with the Works at the date of termination.

19.7 Release from Performance

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

a) The Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and

b) The sum payable by the Procuring Entity to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.

20. CLAIMS, DISPUTES AND ARBITRATION

20.1 Contractor's Claims

20.1.1 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 Engineer, 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.

20.1.2 IftheContractorfailstogivenoticeofaclaimwithinsuchperiodof30days, 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- Clauseshallapply.

20.1.3 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.

20.1.3 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 Engineer. Without admitting the Procuring Entity's liability, the Engineer 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 Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.

20.1.4 Within 42 days after the Contractor became aware (or should have become aware) of the eventor circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer 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 Engineer 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 Engineer.

20.1.5 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 Engineer and approved by the Contractor, the Engineer 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.

20.1.6 Within the above defined period of 42 days, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of theTime 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.

20.1.7 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.

20.1.8 If the Engineer does not respond within the time frame defined in this Clause, either Party may consider that the claim is rejected by the Engineer and any of the Parties may refer to Arbitration in accordance with Sub-Clause 20.4 [Arbitration].

20.1.9 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply toa 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 Sub-Clause 20.3 (f).

20.2 Amicable Settlement

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 20.1 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.

20.3 Matters that may be referred to arbitration

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 Engineer upon the said person ceasing to act.
b) Whether or not the issue of an instruction by the Engineer 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 ma tters 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 Contract or agree otherwise in writing.

20.4 Arbitration

20.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.3 shall be finally settled by

arbitration.

20.4.2 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.

20.4.3 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.

20.4.4 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.

20.4.5 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.

20.4.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

20.4.7 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.

20.4.7 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Engineer shall not be altered by reason of any arbitration being conducted during the progress of the Works.

20.4.8 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 ofthis remuneration.

20.5 ArbitrationwithNationalContractors

20.5.1 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) Engineertural 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

20.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

20.6 Arbitration with Foreign Contractors

20.7.1 Arbitration with foreign contractors shall be conducted in accordance with the arbitration rules of theUnited Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

20.7.2 The place of arbitration shall be a location specified in the **SCC;** and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

20.7 Alternative Arbitration Proceedings

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.

20.8 Failure to Comply with Arbitrator's Decision

20.8.1 The award of such Arbitrator shall be final and binding upon the parties.

20.8.2 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.

10.7 Contract operations continue

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.

Section IX - Special Conditions of Contract

The following Special Conditions shall supplement the GCC. Whenever there is a conflict, the provisions here in shall prevail over those in the GCC.

Conditions	**Sub-Clause**	**Data**
Part A - Contract Data		
Procuring Entity's name and address	Heading	***Nairobi City Water & Sewerage Company Ltd. Kampala Rd, P. O. Box 30656-00100, Nairobi, Kenya***
Name and Reference No. of the Contract	Heading and 1.1	***NCWSC/22/2026 - Proposed Construction Of Boundary Wall For Nge'thu Treatment Plant And Lower Staff Quarters (Reserved for Youth, Women And Persons With Disability)***
Engineers Name and address	Heading and 3.1.1	***Technical Director P. O. Box 30656-00100, Nairobi, Kenya***
Contractor's Representative's name	4.3.1	*To be submitted prior to Contract signature*
Key Personnel names	16.9.1	*To be submitted prior to Contract signature*
Time for Completion	1.1.	12 Months.
Defects Notification Period	1.1	365 days after completion certificate
Sections	1.1	*If Sections are to be used, refer to Table: Summary of Sections below*
Electronic transmission systems	1.3	As specified by the engineer
Time for the Parties entering into a Contract Agreement	1.6	Within the tender validity period.
Time for access to the Site	2.1.1	14 days after issuance of commencemet letter.
Engineert Duties and Authority	3.1.6 (b) (ii)	N/A
Performance Security	4.2.1	The performance bond (Unconditional Bank Guarantee} will be in the form of 1% of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
Normal working hours	6.5	0800hrs – 1700 hrs.
Delay damages for the Works	8.7 & 14.15(b)	Kes. 10,000 (Ten Thousand Shillings only) per day.
Maximum amount of delay damages	8.7.1	10% of the contract sum.
Adjustments for Changes in Cost	13.9	To be specified by the engineer
Total advance payment	14.2.1	*N/a*
Repayment amortization rate of advance payment	14.2.5 (b)	N/A
Percentage of Retention	14.3.2 (c)	10%
Limit of Retention Money	14.3.2 (c)	10% of the Accepted Contract Amount
Plant and Materials	14.5.3(b)(i)	*N/A*
	14.5.3(c)(i)	N/A
Minimum Amount of Interim Payment Certificates	14.6.2	10% of the Accepted Contract Amount.

Conditions	**Sub-Clause**	**Data**
Publishing source of commercial interest rates for financial charges in case of delayed payment	14.8	Central Bank of Kenya
Maximum total liability of the Contractor to the Procuring Entity	17.6.2	*N/A*
Periods for submission of insurance:	18.1.6	
a. evidence of insurance.		14 days
b. relevant policies		
The place of arbitration	20.7.2	*As per the laws of Country Nairobi, Kenya*

SECTION X - CONTRACT FORMS

FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD

FORM NO. 2 – REQUEST FOR REVIEW

FORM No. 3-LETTEROF AWARD

FORM No. 4 - CONTRACT AGREEMENT

FORM No. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

FORM No. 6- PERFORMANCE SECURITY [Option 2– Performance Bond]

FORM No. 7 - ADVANCE PAYMENT SECURITY

FORM No. 8 - RETENTION MONEY SECURITY

FORM No 1: NOTIFICATION OF INTENTION TO AWARD OF CONTRACT

This Notification of Award shall be sent to each Tenderer that submitted a Tender and was not successful. 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 Award

   i) Procuring Entity: *[insert the name of the ProcuringEntity]*

   ii) Project: *[insert name ofproject]*

   iii) Contract title: *[insert the name of thecontract]*

   iv) ITT No: *[insert ITT reference number from ProcurementPlan]*

   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 by submitting a Procurement-related Complaint in relation to the decision to award the contracts.

   a) The successful tenderers

   i) Name of successful Tender_____

   ii) Address of the successful Tender _____

   _____

   iii) Contract price of the successful Tender Kenya Shillings _____

   (in words_____)

   b) The reasons for your tender being unsuccessful are as follows:

   c) OtherTenderers

   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.

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 dead line 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 (3) 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*]
   iii) Agency: [*insert name of Procuring Entity*]
   iv) 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 (5) Business Days of receip tof your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) 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 a vailable from the Website www.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 fourteen (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:_____

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 of .....dated the...day of .....20.....in the matter of Tender No.....of .....20..... 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 of .....20.....

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 *[amoun tin numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is here by accepted by..... *(name of Procuring Entity)*.

You are requested to furnish the Performance Security within 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 Worksknownas_____should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Worksand the remedying of any defects there in,

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) theNotification of Award
   b) the Form 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 here by 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 here by covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects there in, 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.

   INWITNESS where of the parties here to have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year specified above.

   Signeda nd 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 informedthat_____(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. Atthe request of the Contractor, we as Guarantor, here by 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 it self 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],* inresponse tot he 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.*

FORM No. 6- PERFORMANCE SECURITY

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

*[insertnameandAddressof*ProcuringEntity*]*

Date: _____*[Insert date of issue]*

PERFORMANCE BONDNo.:_____

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 there to, which to the extent here in provided for, are by reference made part here of and are here in after 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 there under, the Surety may promptly remedy the default, or shall promptly:

   a) Complete the Contract in accordance with its terms and conditions; or

   b) 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 a vailable 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

   c) Pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions upto 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 here in or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

6. In testimony whereof, the Contractor has here unto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly at tested by the

signature of his legal representative, this day ___of____20___.

SIGNED ON_____on behalf of_____

By_____in the capacity of_____

Inthepresenceof_____

SIGNED ON_____on behalf of_____

By_____in the capacity of_____

Inthepresence of_____

FORM NO. 7 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]
[Guarantor letterhead]

Beneficiary:_____*[Insert name and Address of* ProcuringEntity*]* **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, here by 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, oronthe_____dayof_____,2_____,[2] whichever is earlier. Consequently, any 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.*

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 executionof_____*[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 upto 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 demands upported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifyingthedemand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or showgrounds for your demand or the sum specified there in.

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 ofApplicant'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.*

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 pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. 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 legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.*

Tender Reference No.:_____[*insert identification no*] Name of the Tender Title/Description:_____*[insert name of the assignment]* to:_____*[insert complete name of Procuring Entity]*

In response to the requirement in 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 here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
1.	Full Name		Directly---------- % of shares Indirectly---------- % of shares	Directly..... .....% of voting rights Indirectly-------% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the	Exercises significant influence or control over the Company body of the Company (tenderer**)**
	National identity card number or Passport number					
	Personal Identification Number (where					

	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
	applicable)				Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct..... Indirect.....	Yes ----- No--- 1. Is this influence or control exercised directly or indirectly? Direct..... Indirect...
	Nationality					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
2.	Full Name		Directly----- % of shares Indirectly ---------- % of shares	Directly..... .....% of voting rights Indirectly-----% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?:	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----- No---- 2. Is this influence or control
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality(ies)					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					

	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
	Residential address				Direct..... ..... Indirect.....	exercised directly or indirectly ? Direct..... ..... Indirect... .....
	Telephone number					
	Email address					
	Occupation or profession					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

(a) holds at least ten percent of the issued shares in the company either directly or indirectly;

(b) exercises at least ten percent of the voting rights in the company either directly or indirectly;

(c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

IV)What is stated to herein above is true to the best of my knowledge, information and belief.

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]*

Designation 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 this ..... [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp

CERTIFICATE OF BIDDER'S VISIT TO SITE

This is to certify that
.....

being the authorized representative/Agent of

M/s.....

.....

Signed.....

(Firm's Representative)

Date.....

Rubber Stamp .....

Participated in the organized inspection visit of the site of the works for contract no.

NCWSC/22/2026- PROPOSED CONSTRUCTION OF BOUNDARY WALL FOR NGE'THU TREATMENT PLANT AND LOWER STAFF QUARTERS (RESERVED FOR YOUTH, WOMEN AND PERSONS WITH DISABILITY)

Name .....

Signed.....

(Employer's Representative)

Date.....

Rubber Stamp .....

NOTE: ***This Form must be completed by Both Parties after the Site Visit / Pre-Bidding Conference. Original to be attached in the Bid document on Submission.***