



**MANDERA WATER & SEWERAGE COMPANY  
LIMITED**

**TENDER DOCUMENT**

**INVITATION TO TENDER FOR THE PROPOSED IMPROVEMENT  
OF ELWAK FALAMA WATER SUPPLY PROJECT IN MANDERA  
SOUTH, MANDERA COUNTY.**

**TENDER NAME: PROPOSED IMPROVEMENT OF ELWAK FALAMA WATER  
SUPPLY PROJECT IN MANDERA SOUTH, MANDERA COUNTY.**

**TENDER NO: MCG/MANDWASCO/WSTF/ONT/02/2022-2023**

<b>Employer:</b>	<b>Financiers</b>	
<b>Chief Executive Officer Mandera Water &amp; Sewerage Company Limited P. O. Box 341-70300 Mandera</b>	<b>Chief Executive Officer Water Sector Trust Fund P. O. Box 49699-00100 Nairobi</b>	<b>County Chief Officer Department of water services. Mandera County Government P. O. Box 13-70300 Mandera</b>

**MARCH 2023**

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**TENDER DOCUMENTS FOR PROCUREMENT OF SMALLWORKS**

1) **Name and Contact Address of Procuring Entity**

**Name: MANDERA WATER & SEWERAGE COMPANY LIMITED**

**Address: P. O. Box 341-70300MANDERA, Tel: 0711-138-002**

Email address: [mandawasco@gmail.com](mailto:mandawasco@gmail.com)

2) **INVITATION TO TENDER (ITT) NO.: MCG/MANDWASCO/WSTF/ONT/02/2022-2023**

3) **TENDER NAME: PROPOSED IMPROVEMENT OF ELWAK FALAMA WATER SUPPLY PROJECT IN MANDERA SOUTH, MANDERA COUNTY.**

## **INVITATION TO TENDER**

**MANDERA WATER & SEWERAGE COMPANY LIMITED**

**P. O. Box 341-70300, MANDERA,**

**Tel: 0711-138-002**

### **PROPOSED IMPROVEMENT OF ELWAK FALAMA WATER SUPPLY PROJECT IN MANDERA SOUTH, MANDERA COUNTY.**

1. Mandera Water & Sewerage Company Limited invites sealed tenders for the Proposed Improvement of Elwak Falama Water Supply Project in Mandera South, Mandera County. Construction period will be **9 Months** with a Defect Liability Period of **3 Months**. The Works will be done in Mandera County.
2. Tendering will be conducted under **Open National Tender** 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 **8:00am to 5:00pm** at the address given below.
4. A complete Set of Tender documents may be viewed and downloaded FREE from the website <https://www.Manderawater.co.ke>. To download the tender document, tenderers **must** forward their particulars immediately to [mandawasco@gmail.com](mailto:mandawasco@gmail.com). To facilitate any further clarification or addendum.
5. Tenders shall be quoted in Kenya Shillings and shall include all taxes. Tenders shall remain valid for **120 days** from the date of opening of tenders.
6. All Tenders must be accompanied by a **Bank Guarantee of Kshs. 700,000.00** (Kenya Shillings Six Hundred Thousand Only) which is valid for 30 days after the expiry of tender validity as the Tender Security.
7. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
8. Completed tenders must be delivered to the address below on or before **30/03/2023** at **10:00AM**. Electronic Tenders **will not be permitted**.
9. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
10. Late tenders will be rejected.
11. There will be a mandatory pre-tender site visit on 20<sup>th</sup> March 2023 **at 10.00 am** at Elwak water and sewerage company office in Elwak Town.

#### **A. Address for obtaining further information.**

- 1) Name of Procuring Entity: **Mandera Water & Sewerage Company Limited.**
- 2) Physical address: Mandera Water and Sewerage Company Head Office, at the **New County Headquarters, Mandera town.**  
Postal Address: P. O. Box 341-70300MANDERA.

**Supply Chain Manager**  
**Mandera Water and Sewerage Company (MANDWASCO)**  
**P. O. Box 341-70300,**  
**Mandera.**

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

- 1) Name of Procuring Entity: MANDERA WATER & SEWERAGE COMPANY LIMITED.
- 2) Attention: Chief Executive Officer **P. O. Box 341-70300MANDERA**

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

- 1) Name of Procuring Entity: MANDERA WATER & SEWERAGE COMPANY LIMITED
- 2) Physical address for the location: MANDERA WATER & SEWERAGE COMPANY LIMITED's Boardroom.

**CHIEF EXECUTIVE OFFICER**  
**MANDERA WATER & SEWERAGE COMPANY LIMITED**



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# **PART 1 - TENDERING PROCEDURES**

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## SECTION I: INSTRUCTIONS TO TENDERERS

### A General Provisions

#### 1. Scope of Tender

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

#### 2. Fraud and Corruption

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

#### 3. Eligible Tenderers

- 3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.7 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives (*wives, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.
- 3.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 3.3 A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:
  - 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 works that are the subject of the tender; or
- f) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer for the Contract implementation; or
- g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document or
- h) Has a close business or family relationship with a professional staff of the Procuring Entity who:
  - i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
  - ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.

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

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

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

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

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

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

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

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

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

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

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

#### **4. Eligible Goods, Equipment, and Services**

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

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

#### **5. Tenderer's Responsibilities**

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

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

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

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

#### **B. Contents of Tender Documents**

#### **6. Sections of Tender Document**

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

## **PART 1 Tendering Procedures**

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

## **PART 2 Works Requirements**

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

## **PART 3 Conditions of Contract and Contract Forms**

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

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

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

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

## **7. Site Visit**

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

## **8. Pre-Tender Meeting**

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

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

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

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

## **9. Clarification and amendments of Tender Documents**

9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting and the pre-arranged pretender visit of the site of the works if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period

specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

## **10. Amendment of Tendering Document**

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

## **C. Preparation of Tenders**

### **11. Cost of Tendering**

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

### **12. Language of Tender**

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

### **13. Documents Comprising the Tender**

- 13.1 The Tender shall comprise the following:
  - a) Form of Tender prepared in accordance with ITT 14;
  - b) Schedules including priced Bill of Quantities, completed in accordance with ITT 14 and ITT 16;
  - c) Tender Security or Tender-Securing Declaration, in accordance with ITT 21.1;
  - d) Alternative Tender, if permissible, in accordance with ITT 15;
  - e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
  - f) Qualifications: documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
  - g) Conformity: a technical proposal in accordance with ITT 18;
  - h) Any other document required in the **TDS**.
- 13.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender,



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

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

#### **14. Form of Tender and Schedules**

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

#### **15. Alternative Tenders**

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

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

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

#### **16. Tender Prices and Discounts**

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

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

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

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

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

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

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

## **17. Currencies of Tender and Payment**

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

## **18. Documents Comprising the Technical Proposal**

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

## **19. Documents Establishing the Eligibility and Qualifications of the Tenderer**

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

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

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

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

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

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

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

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

19.9 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management



process, then:

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

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

## 20. Period of Validity of Tenders

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

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

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

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

## 21. Tender Security

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

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

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

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

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

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

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

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

- 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 thereto provided by the Tenderer; or
- b) if the successful Tenderer fails to:
  - i) sign the Contract in accordance with ITT 50; or
  - ii) furnish a Performance Security and if required in the **TDS**, and any other documents required in the **TDS**.

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

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

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

## **22. Format and Signing of Tender**

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

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

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

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

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

## **D. Submission and Opening of Tenders**

### **23. Sealing and Marking of Tenders**

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

- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
- b) in an envelope or package or container marked "COPIES", all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT 15, and if relevant:

- i) in an envelope or package or container marked “ORIGINAL –ALTERNATIVE TENDER”, the alternative Tender; and
- ii) in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

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

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

## **24. Deadline for Submission of Tenders**

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

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

## **25. Late Tenders**

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

## **26. Withdrawal, Substitution, and Modification of Tenders**

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

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

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

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

## **27. Tender Opening**

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

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

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

## **E. Evaluation and Comparison of Tenders**

### **28. Confidentiality**

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

### **29. Clarification of Tenders**

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

### **30. Deviations, Reservations, and Omissions**

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

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

### **31. Determination of Responsiveness**

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

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

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

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

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

### **32. Non-material Non-conformities**

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

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

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

### **33. Arithmetical Errors**

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

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

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

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



### **34. Currency provisions**

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

### **35. Margin of Preference and Reservations**

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

35.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and/or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to those specified groups are the only ones eligible to tender. Otherwise if not so stated, the invitation will be open to all tenderers.

### **36. Nominated Subcontractors**

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

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

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

### **37. Evaluation of Tenders**

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

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

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

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

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

### **38. Comparison of Tenders**

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

### **39. Abnormally Low Tenders**

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

39.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written

clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

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

#### **40. Abnormally High Tenders**

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

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

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

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

#### **41. Unbalanced and/or Front-Loaded Tenders**

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

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

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

#### **42. Qualifications of the Tenderer**

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

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

42.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to

the Tenderer who offers a substantially responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

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

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

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

#### **43. Best Evaluated Tender**

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

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

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

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

### **F. Award of Contract**

#### **45. Award Criteria**

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

#### **46. Notice of Intention to enter into a Contract**

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

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

#### **47. Standstill Period**

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

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

#### **48. Debriefing by the Procuring Entity**

48.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 46, an



unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

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

#### **49. Letter of Award**

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

#### **50. Signing of Contract**

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

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

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

#### **51. Appointment of Adjudicator**

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

#### **52. Performance Security**

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

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

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

#### **53. Publication of Procurement Contract**

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

- a) name and address of the Procuring Entity;
- b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) the name of the successful Tenderer, the final total contract price, the contract duration.

- d) dates of signature, commencement and completion of contract;
- e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

#### 54. Procurement Related Complaints and Administrative Review

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

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

#### Section II - Tender Data Sheet (TDS)

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<b>A. General</b>
<b>ITT 1.1</b>	<p>The name of the contract is : <b>Proposed Improvement of Elwak Falama Water Supply Project in Mandera South, Mandera County.</b></p> <p>The reference number of the contract is: <b>MCG/MANDWASCO/WSTF/ONT/02/2022-2023</b></p> <p>The number and identification of lots (contracts) comprising this Tender are</p> <p>Lot 1- Name: <b>None</b></p> <p>Lot 2- Name: <b>None</b></p> <p>Note: There will be no lots for this tender</p>
<b>ITT 2.3</b>	<p>The Information made available on competing firms is as follows:</p> <hr/> <p>There is no specific information that would give any single firm unfair competitive advantage and all competing firms are advised to read carefully this document and respond to all requirement.</p>
<b>ITT 2.4</b>	<p>The firms that provided consulting services for the contract being tendered for are: There was no preliminary consultancy leading to definition of the stated works.</p>
<b>ITT 3.1</b>	<p>Maximum number of members in the Joint Venture (JV) shall be: <b>None.</b></p>
	<b>B. Contents of Tender Document</b>
<b>8.1</b>	<p>(A) Pre-Tender conference shall not take place at the following date, time and place: Date: ___ N/A _____ Time: ___ N/A _____ Place: ___ N/A _____</p> <p>(B) A pre-arranged pretender visit of the site of the works shall take place at the following date, time and place: Date: <b>20/03/2023</b></p> <p>Time: <b>10.00 am</b></p> <p>Place: Elwak Water and Sewerage Co. Offices, Elwak Town. <b>Note: Pre-tender site visits are at bidders' own cost.</b></p>
<b>ITT 8.2</b>	<p>The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than: <b>23/03/2023 at 10.00 a.m.</b></p>
<b>ITT 8.4</b>	<p>The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre-arranged pretender site visit will be published is: <a href="http://www.manderawater.co.ke">www.manderawater.co.ke</a></p>
<b>ITT 9.1</b>	<p>For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is:</p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>(1) <b>Name:</b> MANDERA WATER &amp; SEWERAGE COMPANY LIMITED</p> <p><b>Physical address:</b> MANDWASCO Head Office at New County Headquarters, Mandera Town.</p> <p><b>Postal Address:</b> P. O. Box 341 – 70300 MANDERA</p> <p>.</p> <p>(2) <b>Name of Officer to be contacted:</b> Procurement Officer, 0711-138-002 and e-mail address <a href="mailto:mandawasco@gmail.com">mandawasco@gmail.com</a></p>
<b>C. Preparation of Tenders</b>	
<b>ITT 13.1 (h)</b>	<p>Apart from the documents forming the tender, tenderer shall submit the following additional documents as proof of eligibility and qualification requirements for purposes of tender evaluation process:</p> <ol style="list-style-type: none"> <li>i. <b>Valid Registration</b> as a legal entity with evidence of certified copy by Commissioner for Oaths.</li> <li>ii. Certified copy of <b>Certificate of Incorporation/Registration</b> from the Registrar of Companies showing Directorship and Shareholding (i.e. CR12 or whichever Applicable) being submitted with the tender, pursuant to Section 55(1) (a) of the Act.</li> <li>iii. A tenderer must submit with his/her tender a copy of <b>NCA Certificate of Registration</b> as a Water Works Contractor and a copy of valid NCA contractors annual practicing as a Water Works Contractor license issued by NCA to demonstrate their eligibility. (The NCA certificate will be confirmed from NCA website to confirm registration and if unregistered will lead to disqualification).</li> <li>iv. A tenderer must submit with his/her tender a signed (before Commissioner for oaths) declaration that the tenderer or associate tenderer or subcontractor (if any) is not debarred from participating in procurement proceedings under part xi of the act pursuant to section 55(1) (e).</li> <li>v. A tenderer must submit with his/her tender a signed declaration (before a Commissioner for oaths) that the person/tenderer has not been convicted of corrupt or fraudulent practices pursuant to section 55 (1) (g) of PPADA,2015.</li> <li>vi. A tenderer must submit with his/her tender a signed declaration (before a commissioner for oaths) that the person/tenderer will not engage in any corrupt or fraudulent practices pursuant to Sec 62 of PPADA, 2015.</li> <li>vii. A tenderer must submit with his/her tender valid and certified (before Commissioner for oaths) <b>Tax Compliance Certificate</b> from Kenya Revenue Authority (KRA) pursuant to section 55 (1) (f) of PPADA, 2015. The procuring entity shall verify the validity of the Tax Compliance Certificate on the KRA'S ITAX portal using TCC CHECKER.</li> <li>viii. A tenderer must submit with his/her tender valid Business permit indicating where the Business is located.</li> </ol>
<b>ITT 15.1</b>	Alternative Tenders <b>shall not be</b> considered.
<b>ITT 15.2</b>	Alternative times for completion <b>shall not be</b> permitted.
<b>ITT 15.4</b>	Alternative technical solutions <b>shall not be</b> permitted for the following parts of the Works:
<b>ITT 16.5</b>	The prices quoted by the Tenderer shall be: <b>fixed</b>
<b>ITT 20.1</b>	The Tender validity period shall be <b>120</b> days.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 20.3 (a)	<p>(a) The delayed to exceeding N/A number of days.</p> <p>(b) The Tender price shall be adjusted by the following percentages of the tender price:</p> <p>(i) By N/A% of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and</p> <p>(ii) By N/A% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.</p>
ITT 21.1	<p>(1) Pursuant to Regulation 45. (1) <b>MANDERA WATER &amp; SEWERAGE COMPANY LIMITED.</b> requires a tender security as per section 61(1) of the Act, which shall be in the form of: (a) cash; (b) a bank guarantee; (c) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or (d) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya.</p> <p>(2) A candidate or tenderer shall issue a tender security to guarantee Mandera Water &amp; Sewerage Company Ltd.</p> <p>(3) The amount and currency of the Tender Security shall be Kshs. <b>700,000.00</b> (Kenya Shillings Seven Hundred Thousand Shillings only) and must be valid for 30 days after the expiry of tender validity.</p>
ITT 21.2 (d)	The other Tender Security shall be: as <b>ITT 21.1</b>
ITT 21.5	On the Performance Security, other documents required shall be: <b>N/A</b>
ITT 22.1	In addition to the original of the Tender, the number of copies is: <b><u>One</u></b>
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b><u>None</u></b>
<b>D. Submission and Opening of Tenders</b>	
ITT 24.1	<p>(A) For <u>Tender submission purposes</u> only, the Procuring Entity's address is:</p> <p>(1) Name of Procuring Entity: <b>MANDERA WATER &amp; SEWERAGE COMPANY LIMITED.</b></p> <p>(2) Postal Address: Attention Procurement Officer, <b>P. O. Box 341 – 70300 Mandera</b></p> <p>(3) Physical address: Mandwasco Head Office at New County Headquarters, Mandera Town.</p> <p>(4) Date and time for submission of Tenders: <b>30/03/2023 at 10.00 am.</b></p> <p>(5) Tenderers <b>shall not submit</b> tenders electronically.</p>
ITT 27.1	<p>The Tender opening shall take place at the time and the address for Opening of Tenders provided below:</p> <p>(1) Name of Procuring Entity: <b>Mandera Water &amp; Sewerage Company Limited.</b></p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>(2) Postal Address: Attention Procurement Officer, <b>P. O. Box 341– 70300 MANDERA.</b></p> <p>(3) Physical address: Mandwasco Head Office at New County Headquarters, Mandera Town.</p> <p>(4) Date and time for submission of Tenders: <b>30/03/2023 at 10.00 am.</b></p>
ITT 27.1	If Tenderers are allowed to submit Tenders electronically, they shall follow the electronic tender submission procedures: <b>N/A</b>
ITT 27.6	The number of representatives of the Procuring Entity to sign is <b>Three.</b>
<b>E. Evaluation, and Comparison of Tenders</b>	
ITT 32.3	The adjustment shall be based on the <b>average</b> price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
ITT 35.2	The invitation to tender is extended to the following groups that qualify for Reservations The tender is open to <b>all eligible contractors.</b>
ITT 36.1	At this time, the Procuring Entity <b>does not intend</b> to execute certain specific parts of the Works by subcontractors selected in advance.
ITT 36.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: <b>15% of the total contract amount.</b> 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 36.3	N/A
ITT 37.1	Tender evaluation shall be based on <b>YES/NO</b> in stage 1 and rated in stage 2 as detailed in the Section III, Evaluation and Qualification Criteria. Minimum threshold from responsiveness in technical stage shall be 70%.
ITT 37.2 (d)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
ITT 51.1	<p>Adjudication on disputed matters of contract shall be interpreted and handled by the Mandera County Legal Office as per the clauses of the Contract and where necessary the matter shall be presented before any Law Court of Kenya.</p> <p>Current Regulations for the Advocates Remuneration and Fees (e.g. Fees for Restoration to the Roll) by the Government of Kenya shall apply.</p>
ITT 52.2	Other documents required are: <b>Revised Work Plan and CVs of Site Personnel.</b>
ITT 54.1	<p>The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a>. 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:</p> <p>Title/position: <b>Procurement Officer</b></p> <p>Procuring Entity: <b>Mandera Water &amp; Sewerage Company Limited</b></p> <p>Email address: <a href="mailto:mandawasco@gmail.com">mandawasco@gmail.com</a></p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and</p> <p>(ii) the Procuring Entity’s decision to award the contract.</p>

**SECTION III - EVALUATION AND QUALIFICATION CRITERIA**

The tenders submitted by tenderers shall be evaluated in the following three (3) stages:

**Stage 1: PRELIMINARY BID RESPONSIVENESS ASSESSMENT (MANDATORY REQUIREMENTS)**

No.	Completeness and Responsiveness Criteria	REQUIREMENT	YES	NO
1.	Form of Bid/Tender	1. Amount must be indicated 2. Properly fill and sign		
2.	Bid Security. The bidder shall furnish as part of its bid, a bid security of kshs. 700,000 from a reputable commercial bank recognized by central bank of Kenya	In original, unconditional <b>BANK/INSURANCE</b> guarantee in the amount and currency specified		
3.	Confidential Business Questionnaire	- Properly fill and sign - Provide all required information as applicable		
4.	Current Valid Tax Compliance Certificate	- Copy of Valid certificate		
5.	Copy of pin/VAT certificate	- Attach copy		
6.	Copy of National Construction Authority certificate (NCA 7) water works and building works must be accompanied by a valid annual practicing licence	- <b>Both certificate and annual practicing licence must be valid and subject to verification</b>		
7.	Certificate of Incorporation	- Copy of certificate <b>Certified by Commissioner of Oaths</b>		
8.	Copy of cr12 form-from registrar of companies and directors ID’S (for the last 12 months)	- Certified copy of CR12 must attach		

9.	Single Business Permit	- must be valid, stamped and signed from any county – subject to verification		
10.	Serialization	- All pages of the tender document submitted shall be sequentially serialized		
11.	Pre-Tender Site Visit	form signed and stamped by authorized personnel		

This will involve assessing whether bidders have complied with submission requirements and have also attached certified copies of mandatory eligibility and statutory documents. Evaluation at this stage will be conducted on **Yes/No**, and bidders are expected to show evidence of ALL required items so as to proceed to the next stage of evaluation.

## STAGE 2: TECHNICAL EVALUATION STAGE

Tenders will be evaluated to ensure that they are substantially responsive to the technical specifications and contract conditions stated in the Tender Document. The determination of a tender's technical responsiveness will be based on the contents of the tender itself, subject to any clarifications received in the preliminary examination

No.	Qualification Requirement	Technical parameter of assessment	Point Score
1.	Show proof of experience under works contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last 3 years by way of completing <b>Form EXP – 4.1</b> and <b>Form EXP 4.2(a)</b> and attaching authentic copies of reference letters and interim/completion certificates.	<b>Contractors experience in works contracts</b>	<b>Max 30</b>
		<b>1.1 Value of related water works handled in Kshs.</b>	(The max score for this item is 15 points)
		Three projects of equal or higher value in the last three years. OR	<b>15</b>
		Any <b>three (3No)</b> projects of value between 50 % and 100% of contract sum submitted. OR	<b>9</b>
		Any <b>three</b> projects less than 50% value of the tendered works.	<b>6</b>
		No submission of project record	<b>0</b>
		<b>1.2 Nature, scope and specificity of water works handled</b>	(The max score for this item is 15 points)
		Three projects of similar nature as per this scope of works OR	<b>15</b>
		Any <b>three (3No)</b> projects of related nature but not same scope OR	<b>9</b>
		Any three unrelated construction works e.g. drilling etc.	<b>6</b>
No submission in details of works undertaken	<b>0</b>		
2.	Show proof of qualifications and experience of key personnel proposed for specified roles in the administration and execution of the contract both on and off site in line with the works requirements by attaching	<b>Technical Personnel</b>	<b>Max 20</b>
		Notes on personnel required: <ul style="list-style-type: none"> <li>1. The persons must be working with the organization or sign an undertaking to work with the firm by the time of submitting this tender.</li> <li>2. All the proposed personnel must have relevant engineering qualifications and must have worked for at least 6 years for a Project Manager and 3</li> </ul>	

No.	Qualification Requirement	Technical parameter of assessment	Point Score									
	CVs and copies of academic certificates ( <b>certified by commissioner for oath</b> ) detailing qualifications in the format indicated in <b>FORM PER - 1</b> and declared in <b>FORM PER - 2</b>	<p>years for others positions.</p> <p><b>3.</b> Each of the 3 personnel will be evaluated as follows:</p> <table border="1" data-bbox="620 416 1318 853"> <tr> <td data-bbox="620 416 863 584">Project Manager/Site Agent (Max 10 marks)</td> <td data-bbox="868 416 1318 584">Technical qualification (4) Experience in years (4) Registration with relevant professional body (2)</td> <td data-bbox="1323 416 1530 584">10</td> </tr> <tr> <td data-bbox="620 591 863 719">Surveyor (Max 5marks)</td> <td data-bbox="868 591 1318 719">Technical qualification (2) Experience in years (2) Registration with relevant professional body (1)</td> <td data-bbox="1323 591 1530 719">5</td> </tr> <tr> <td data-bbox="620 725 863 853">Foreman (Max 5 marks)</td> <td data-bbox="868 725 1318 853">Technical qualification (2) Experience in years (2) Registration with relevant professional body (1)</td> <td data-bbox="1323 725 1530 853">5</td> </tr> </table>	Project Manager/Site Agent (Max 10 marks)	Technical qualification (4) Experience in years (4) Registration with relevant professional body (2)	10	Surveyor (Max 5marks)	Technical qualification (2) Experience in years (2) Registration with relevant professional body (1)	5	Foreman (Max 5 marks)	Technical qualification (2) Experience in years (2) Registration with relevant professional body (1)	5	
Project Manager/Site Agent (Max 10 marks)	Technical qualification (4) Experience in years (4) Registration with relevant professional body (2)	10										
Surveyor (Max 5marks)	Technical qualification (2) Experience in years (2) Registration with relevant professional body (1)	5										
Foreman (Max 5 marks)	Technical qualification (2) Experience in years (2) Registration with relevant professional body (1)	5										
3.	Show proof of ownership/lease demonstrating clearly that the tenderer has the capability to meet the requirements for the key equipment required. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer in <b>FORM EQUIP</b>	<p><b>Plant and Equipment</b></p> <p>Showing evidence of ownership Owned/Leased (Max 10) points)</p> <p>Listing the required equipment (2 point for each equipment, maximum of <b>five</b>)</p> <p>The required equipment shall include:</p> <ol style="list-style-type: none"> <li>1. Pick Up Truck</li> <li>2. 10Ton Tipper Truck</li> <li>3. Concrete Mixer</li> <li>4. Poker Vibrator</li> <li>5. plumbing Equipment e.g butt fusion/electrofusion equipment</li> </ol> <p><b>Note:</b> Private lease must be supported with evidences of ownership be lessor.</p>	<b>Max 20</b> 20									
4.	<b>Financial Capabilities</b>		<b>Max 20</b>									
(i)	Demonstration that the tenderer has cash flow requirements estimated equivalent for the subject contract(s) as captured in <b>Form FIN – 3.1</b> , with attachments such as Letter of Credit from Tenderer Banker which must be addressed to the Procuring Entity	<p>Demonstration that the tenderer has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated equivalent for the subject contract(s) net of the Tenderer’s other commitments:</p> <ol style="list-style-type: none"> <li>1. Cash flow trend shown in <b>Form FIN – 3.1</b> (4.4.1 Financial Data) starting with 2018 as year 1 and 2020 as year 3 (5 Points)</li> <li>2. Letter of Credit from Tenderer Banker which must be addressed to the Procuring/Proof of real assets/other financial means (5 Points)</li> </ol>	10									
(ii)	Proof of audited balance sheets or other financial statements acceptable to the Procuring Entity, for the last	<p>Attach Certified Financial statements for 2020,2021 and 2022 as below:</p> <p>(b) Be independently audited or certified in accordance</p>	5									



No.	Qualification Requirement	Technical parameter of assessment	Point Score
	3 years to demonstrate the current soundness of the Tenderer's financial position. (Attach Certified Financial statements for 2020,2021 and 2022)	(c) with local legislation. (2 Points) Be complete, including all notes to the financial statements. (2 Points) (d) Correspond to accounting periods already completed and audited. (1 Point)	
(iii)	Average Annual Construction Turnover as completed in <b>FORM FIN – 3.2</b>	Minimum average annual construction turnover of <b>Kenya Shillings 30,000,000 (Kenya Shillings Thirty Million), equivalent</b> calculated as total certified payments received for contracts in progress and completed within the last 3 years.( <b>2020,2021 and 2022</b> )	5
5.	Adequately prepared Work Plan and Methodology in response to the work requirements as detailed in the Bills of Quantities.	Provide clear description along these particulars: a) Indication implementation activities plus respective timeline schedule for each scope in a tabulated or Gantt-chart format (5 points) b) Methodology on site organization, mobilization, safety, cross cutting issues and other social aspects during the construction period (5 points)	<b>10</b>
		<b>TOTAL</b>	<b>MAX 100</b>

A threshold of **70%** for the combined scores for both Technical and Financial will be applied and bidders who score above the same will be considered for award in relation to the prices offered. Bidders who shall score below 70% of the combined scores will be discontinued from further evaluation. The successfully evaluated bidder offering the lowest price will be awarded the contract.

# QUALIFICATION FORMS

## 1. FORMEQU: EQUIPMENT

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

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

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

## 2 FORM PER -1

### Contractor's Representative and Key Personnel Schedule

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

#### Contractor' Representative and Key Personnel

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

### 3. FORM PER-2:

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

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

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

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

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

## Declaration

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

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

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

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

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

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

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Tenderer:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

#### 4. TENDERER'S QUALIFICATION WITHOUT PRE-QUALIFICATION

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

##### 4.1 FORM ELI -1.1

###### Tenderer Information Form

Date: \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> 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 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Tenderer is not under the supervision of the Procuring Entity</li></ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## 4.2 FORM ELI -1.2

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

Date: \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

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

### 4.3 FORM CON – 2

#### Historical Contract Non-Performance, Pending Litigation and Litigation History

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

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January [insert year] specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> 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			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.			
<input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)



[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Procuring Entity" or "Contractor"] Reason(s) for Litigation and award decision [indicate main reason(s)]	[insert amount]
---------------	---------------------	--	-----------------

#### 4.4 FORM FIN – 3.1:

##### Financial Situation and Performance

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

##### 4.4.1. Financial Data

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

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
Cash Flow from Operating Activities					

\*Refer to ITT 15 for the exchange rate

#### 4.4.2 Sources of Finance

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

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

#### 4.4.3 Financial documents

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

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

Attached are copies of financial statements<sup>1</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

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

#### 4.5 **FORM FIN – 3.2:**

##### Average Annual Construction Turnover

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

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

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

#### 4.6 **FORM FIN – 3.3:**

##### Financial Resources

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

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

#### **4.7 FORM FIN – 3.4:**

##### **Current Contract Commitments / Works in Progress**

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

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

#### 4.8 FORM EXP - 4.1

### General Construction Experience

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

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

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

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

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

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

#### 4.11 FORM EXP - 4.2(b)

### Construction Experience in Key Activities

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Tenderer's JV Member Name: \_\_\_\_\_

Sub-contractor's Name<sup>2</sup> (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 <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
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:				

<sup>2</sup> If applicable



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

2. Activity No. Two

3. ....

## **OTHER FORMS**

### **5. FORM OF TENDER**

#### *INSTRUCTIONS TO TENDERERS*

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

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

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

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

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

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

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

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

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

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

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

Name of Recipient	Address	Reason	Amount

*(If none has been paid or is to be paid, indicate “none.”)*

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

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

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

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

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

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

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**Notes**

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

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

## A. TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

### Instruction to Tenderer

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

#### (a) Tenderer's details

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

**CERTIFICATE OF TENDERER'S VISIT TO SITE**

This is to certify that

[Name/s] .....

.....

Being the authorized representative/Agent of [Name of Tenderer]

.....

.....

participated in the organized inspection visit of the site of the works for the (Name of Contract:  
.....)

..... day of.....20.....

Signed.....

(Employer's Representative)

.....

NOTE: This form is to be completed whether the site visit is made at the time of the organized site or privately organized.

**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.

	<b>Names of Partners</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
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.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
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.

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

ii) **Conflict of interest disclosure**

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



	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	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.		

**f) Certification**

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

Full Name \_\_\_\_\_ Title or

Designation \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

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

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

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

Name \_\_\_\_\_ Title \_\_ Date \_\_\_\_\_

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

**C. SELF - DECLARATION FORMS**

**FORM SD1**

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

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

1. THAT I am the Company Secretary/ Chief Executive/Chief Executive Officer/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 herein above is true to the best of my knowledge, information and belief.

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

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

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

Bidder's Official Stamp

**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

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

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

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

Position.....

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

E-mail.....

Name of the Firm/Company.....

Date..... (Company Seal/ Rubber

Stamp where applicable)

Witness

Name ..... Sign.....

Date.....

## D. APPENDIX 1- FRAUD AND CORRUPTION

*(Appendix 1 shall not be modified)*

### 1. Purpose

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

### 3. Requirements

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

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

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

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

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

- iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) “obstructive practice” is:
    - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
  - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> 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.

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<sup>1</sup> For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

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

**Beneficiary:** \_\_\_\_\_

**Request for Tenders No:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**TENDER GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

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

\_\_\_\_\_  
*[signature(s)]*

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



**FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]**

**TENDER GUARANTEE No.:** \_\_\_\_\_

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

Sealed with the Common Seal of the said Guarantor this \_\_\_ day of \_\_\_\_\_ 20 \_\_\_.

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

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

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

\_\_\_\_\_  
[Date]  
\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Signature of the Guarantor]  
\_\_\_\_\_  
[Seal]

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

## TENDER-SECURING DECLARATION FORM

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

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

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

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

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

Signed: .....

Capacity / title (director or partner or sole proprietor, etc.) .....

Name: .....

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Tenderer]*

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

## Appendix to Tender

### Schedule of Currency requirements

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

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

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## **PART II - WORK REQUIREMENTS**

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## **SECTION V - DRAWINGS**

The actual drawings including Site plans should be annexed in a separate booklet.

# SECTION VI - SPECIFICATIONS

## Notes for preparing Specifications

1. Specifications must be drafted to present a clear and precise statement of the required standards of materials, and workmanship for tenderers to respond realistically and competitively to the requirements of the Procuring Entity and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other supplies to be permanently incorporated in the Works be new, unused, of the most recent or current models, and incorporating all recent improvements in design and materials unless provided otherwise in the Contract. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated.
2. Specifications from previous similar projects are useful and may not be necessary to re-write specifications for every Works Contract.
3. There are considerable advantages in standardizing **General Specifications** for repetitive Works in recognized public sectors, such as highways, urban housing, irrigation and water supply. The General Specifications should cover all classes of workmanship, materials and equipment commonly involved in constructions, although not necessarily to be used in a particular works contract. Deletions or addenda should then adapt the General Specifications to the particular Works.
4. Care must be taken in drafting Specifications to ensure they are not restrictive. In the Specifications of standards for materials, plant and workmanship, existing Kenya Standards should be used as much as possible, otherwise recognized international standards may also be used.
5. The Procuring Entity should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possible to the technical solutions indicated in tender documents for certain elements of the Works, taking into consideration the comparative specialized advantage of potential tenderers.
6. The Procuring Entity should provide a description of the selected parts of the Works with appropriate reference to Drawings, Specifications, Bills of Quantities, and Design or Performance criteria, stating that the alternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and Specifications.
1. Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details. Technical alternatives permitted in this manner shall be considered by the Procuring Entity each on its own merits and independently of whether the tenderer has priced the item as described in the Procuring Entity's design included with the tender documents.

**SECTION V1**

**GENERAL AND SPECIFIC SPECIFICATIONS**

## **1. CLEARING SITE**

### **101. CLEARING SITE**

The Contractor shall demolish, break up and remove buildings, walls, gates, fences, advertisements and other structures and obstructions, grub up and remove trees, hedges, bushes and shrubs and clear the site of the works at such time and to the extent required by the Engineer but not otherwise, subject to the provisions of Clause 27 of the Conditions of Contract: the materials so obtained shall so far as suitable be reserved and stacked for further use; all rubbish and materials for use shall be destroyed or removed from the site, as directed by the Engineer. Where top soil has to be excavated this shall be removed and stacked on site. After completion of construction, it shall be spread over the disturbed ground, any surplus being disposed of as directed by the Engineer. Underground structures and chambers where required to be demolished, shall be demolished to depths shown on drawings or as directed. They shall be properly cleaned out and backfilled and compacted with suitable material to the direction and approval of the Engineer.

### **102. VEGETATION**

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

### **103. BUSHES AND SMALL TREES**

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

### **104. HEDGES**

Where directed by the Engineer, hedges shall be uprooted and disposed off by burning.

### **105. FELLING TREES**

Where shown on the drawings or directed by the Engineer, trees shall be uprooted or cut down as near to ground level as is possible. The rates entered in the Bill of Quantities shall include for cutting down, removing branches and foliage, cutting useful timber into suitable lengths, loading, transporting not more than 1 km. and stacking or disposing off all as directed by the Engineer. For the purpose of measurement trees cut down shall be classified according to their girth at 1 metre above ground level, the cost of grubbing up roots shall be deemed to be covered by the rate for felling trees.

### **106. GRUBBING-UP ROOTS**

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



**107. WEED CONTROL**

The Contractor shall take all necessary precautions against the growth on the site of weeds and remove them as necessary throughout the period of works and maintenance. The finished base of all footways and elsewhere as directed shall be sprayed with an approved persistent total herbicide at the rate recommended by the manufacturer. The application shall be by an even spray in a high volume of water at about 0.7 to 0.11 litres per square metre. After this application the footways shall receive at least two further waterings before the surface is sealed.

## 2. EXCAVATION

### 201. DEFINITION AND CLASSIFICATION OF EXCAVATED MATERIALS

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

1) Common Excavation

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

2) Rock

The decision of the Engineer in classifying rock shall be final and binding.

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

Class 'A'

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

Class 'B'

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

Class 'C'

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

### 202. STORAGE AND HANDLING OF EXPLOSIVES AND BLASTING

The removal of hard materials by use of explosives will normally be permitted subject to compliance by the Contractor in all respects with the Explosives Laws of Kenya. In the Bill of Quantities hard material is classified as rock where blasting will be permitted subject to this clause.

The Contractor shall provide proper buildings or magazines in suitable positions for the storage of explosives in manner and quantities to be approved; he shall also be responsible for the prevention of any unauthorised issue or improper use of any explosives brought on the works and shall employ only licensed and responsible men to handle explosives for the purpose of the works.

The shots shall be properly loaded and tamped and where necessary, the Contractor shall use heavy mesh blasting nets. Blasting shall be restricted to such periods and such parts of the works as the Engineer may prescribe. If, in the opinion of the Engineer, blasting would be dangerous to persons or property or to any finished work or is being carried out in a reckless manner, he may prohibit it, and order the rock to be excavated by other means and payment will be made at the rate for rock for excavation where blasting is permitted. The use of explosives by the Contractor in large blasts, as in seams, drifts, pits, or large holes, is prohibited unless authorized in writing by the Engineer. In the event of wasting of rock through any such blasting, the Contractor

shall if required by the Engineer, furnish an equivalent amount of approved materials for fill, 1 cubic metre of rock in-situ being taken to equal 1.5 cubic metre of material in embankment.

### **203. EXCAVATION FOR FILL**

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

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

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

### **204. COMPACTION OF FILL**

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

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

Nevertheless, if with any material the Engineer doubts whether compaction will be obtained within the above moisture limits he may require compaction to proceed only when the limits of moisture content for the compaction of non-plastic materials are within the range of the optimum moisture content and 3 per cent below the optimum moisture content as determined by the laboratory compaction test method described in British Standard 1377: Methods of Test for Soil Classification and Compaction.

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

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

If with non-plastic materials the compacted material has become drier in the interval between the completion of compaction and the measurement of the state of compaction, then the moisture content to be used for the calculation of the air content shall be the mean moisture content for the compaction of such materials as specified above.

**205. STREAMS, WATERCOURSES AND DITCHES**

Excavations carried out in the permanent diversion, enlargement, deepening, or straightening of streams, watercourses, or ditches shall be performed as directed by the Engineer. The rates for such excavations shall include for excavated materials and all pumping, timbering works, and materials necessary for dealing with the flow of water.

**206. TRENCHES OF GREATER WIDTH AND DEPTH THAN NECESSARY**

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

**207. SUPPORTS FOR TRENCHES**

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

**208. PROVISION OF SPOIL HEAPS**

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

**209. USE OF VIBRATORY COMPACTION PLANT**

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

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

**210. WATER IN EXCAVATIONS**

All excavations shall be kept free from water, from whatever source, at all times during construction of works until in the opinion of the Engineer, any concrete or other works therein are sufficiently set. The Contractor's rates are deemed to cover compliance with this requirement. The Contractor shall construct any sumps or temporary drains that the Engineer may deem necessary and shall be responsible for the removal and disposal of all water entering the excavations from whatever source and shall deal with and dispose of such water in a manner approved by the Engineer so as to ensure that excavations are kept dry.

### 3. CONCRETE

#### SCOPE OF SECTION

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

#### DEFINITIONS

**Structural concrete** is any class of concrete which is used in reinforced, prestressed or unreinforced concrete construction, which is subject to stress.

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

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

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

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

#### 301. THE DESIGN OF CONCRETE MIXES

a) **Cement**

Cement for structural concrete shall be CEM I – 42.5 to KS EAS 18-1 and KS EAS 183

b) **Classes of Concrete**

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

c) **Design of Proposed Mixes**

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

**Table 4.1 - CONCRETE CLASSES AND STRENGTHS**

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

- NOTES:** 1. Under water/cement ratio, column A applies to moderate and intermediate exposure, and column B applies to severe exposure. See NOTE after Table 4.2.
2. In case of concrete having a maximum aggregate size of 40mm or less, 150mm cubes should be used.

In case of concrete having a 75mm or larger aggregate, 200mm cubes should be used.

- i) The aggregate portion shall be well graded from the nominal maximum size of stone down to the 150 micron size.
- ii) The cement content shall be such as to achieve the strengths called for in Table 4.1 but in any case not less than the minimum necessary for impermeability and durability shown in Table 4.2.
- iii) The workability shall be consistent with ease of placing and proper compaction having regard to the presence of reinforcement and other obstructions.
- iv) The water/cement ratio shall be the minimum consistent with adequate workability but in any case not greater than that shown in Table 4.1 taking due account of any water contained in the aggregates. The Contractor shall take into account that this requirement may in certain cases require the inclusion of a workability agent in the mix.
- v) The drying shrinkage determined in accordance with BS 1881 shall not be greater than 0.05 percent.

**Table 4.2 - MINIMUM CEMENT CONTENT**

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

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

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

Moderate exposure	Surface sheltered from severe rain; buried concrete, concrete continuously under water
Intermediate exposure	Surface exposed to driving rain; alternate wetting and drying; traffic; corrosive fumes; heavy condensation

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

c) Trial Mixes

At least six weeks before commencing placement of concrete in the Permanent Works trial mixes shall be prepared for each class of concrete specified.

For each mix of concrete for which the Contractor has proposed a design, he shall prepare three separate batches of concrete using the materials which have been approved for use in the works and the mixing plant which he proposes to use for the Works. The volume of each batch shall be the capacity of the concrete mixer proposed for full production.

Samples shall be taken from each batch and the following action taken, all in accordance with BS 1881:-

- i) The slump of the concrete shall be determined.
- ii) Six test cubes shall be cast from each batch. In the case of concrete having a maximum aggregate size of 40mm or less, 150mm cubes shall be used. In the case of concrete containing 75mm or larger aggregate, 200mm cubes shall be used and in addition any pieces of aggregate retained on a 53mm BS sieve shall be removed from the mixed concrete before casting the cubes.
- iii) Three cubes from each batch shall be tested for compressive strength at seven days and the remaining three at 28 days.
- iv) The density of all the cubes shall be determined before the strength tests are carried out.

Subject to the agreement of the Engineer, the compacting factor apparatus may be used in place of a slump cone. In this case the correlation between slump and compacting factor shall be established during preparation of the trial mixes.

The average strength of the nine cubes tested at 28 days shall be not less than the target mean strength shown in Table 4.1.

The Contractor shall also carry out tests to determine the drying shrinkage of the concrete unless otherwise directed by the Engineer.

Based on the results of the tests on the trial mixes, the Contractor shall submit full details of his proposals for mix design to the Engineer, including the type and source of each ingredient, the proposed proportions of each mix and the results of the tests on the trial mixes.

If the Engineer does not agree to a proposed concrete mix for any reason, the Contractor shall amend his proposals and carry out further trial mixes. No mix shall be used in the works without the written consent of the Engineer.

d) Quality Control of Concrete Production

i) Sampling

For each class of concrete in production at each plant for use in the works, samples of concrete shall be taken at the point of mixing and/or of deposition as instructed by the Engineer, all in accordance with the sampling procedures described in BS 1881 and with the additional requirements as set out below.



Six number 150mm or 200mm cubes as appropriate shall be made from each sample and shall be cured and tested all in accordance with BS 1881, two at seven days and the other four at 28 days.

Each sample shall be taken from one batch selected at random and at intervals such that each sample represents not more than 20m<sup>3</sup> of concrete unless the Engineer agrees to sampling at less frequent intervals.

Until compliance with the Specification has been established the frequency of sampling shall be three times that stated above or such lower frequency as may be instructed by the Engineer.

ii) Testing

- 1) The slump or compacting factor of the concrete shall be determined for each batch from which samples are taken and in addition for other batches at the frequency instructed by the Engineer.

The slump of the concrete in any batch shall not differ from the value established by the trial mixes by more than 25mm or one third of the value, whichever is the greater.

The variation in value of the compacting factor, if used in place of a slump value, shall be within the following limits:

For value of 0.9 or more +0.03

For value of between 0.8 and 0.9 +0.04

For values of 0.8 or less +0.05

- 2) The water/cement ratio as estimated from the results of (a) above, determined by samples from any batch shall not vary by more than five per cent from the value established during the trial mixes.
- 3) The air content of air entrained concrete in any batch shall be within 1.5 units of the required value and the average value of four consecutive measurements shall be within 1.0 unit of the required value, expressed as a percentage of the volume of freshly mixed concrete.
- 4) Until such time as sufficient test results are available to apply the method of control described in (e) below, the compressive strength of the concrete at 28 days shall be such that no single result is less than the value shown in Table 4.1 under the heading 'early works test cubes' and also that the average value of any four consecutive results is not less than the value shown in Table 4.1 under the same heading.  
The 7-day cube result may be used as an early strength indicator, at the discretion of the Engineer.
- 5) When test cube results are available for at least 20 consecutive batches of any class of concrete mixed in any one plant, the average of any four consecutive results at 28 days shall exceed the nominal strength by not less than half the current margin (Table 4.3) and each individual result shall not be less than 85 per cent of the nominal strength.

The current margin shall be defined as 1.64 times the standard deviation of cube tests on at least 20 separate consecutive batches produced from one plant over a period exceeding five days but not exceeding six months or on at least 50 separate consecutive batches produced from one plant over a period not exceeding 12 months. If both figures are available, the smaller shall be taken.

The current margin shall in any case not be less than the figure given below:-

**Table 4.3 - MINIMUM CURRENT MARGIN FOR TEST CUBES**

	Minimum Current Margin for		
	10N/mm <sup>2</sup>	15N/mm <sup>2</sup> & above	20N/mm <sup>2</sup>
After 20 batches	3.3	5	7.5
After 50 batches	1.7	2.5	3.8

Failure to comply with requirements:

If any one test cube result in a group of four consecutive results is less than 85% of the nominal strength but the average of the group of which it is part satisfies the strength requirement, then only the batch from which the failed cube was taken shall be deemed not to comply with the Specification.

If more than one cube result in a group of four consecutive results is less than 85% of the nominal strength or if the average strength of the group fails to satisfy the strength requirement then all the batches between those represented by the first and last cubes in the group shall be deemed not to comply with the Specification, and the Specification, and the Contractor shall immediately adjust the mix design subject to the agreement of the Engineer to restore compliance with the Specification. After adjustment of the mix design the Contractor will again be required to comply with sub-clauses 401(b) and 401(c) of this Section of the Specification.

The Contractor shall take necessary action to remedy concrete which does not comply with this Specification. Such action may include but is not necessarily confined to the following:-

- i) Increasing the frequency of sampling until control is again established.
- ii) Cutting test cores from the concrete and testing in accordance with SRN 117.
- iii) Carrying out strengthening or other remedial work to the concrete where possible or appropriate.
- iv) Carrying out non-destructive testing such as load tests on beams.
- v) Removing the concrete.

## 302. MIXING CONCRETE

Before any plant for batching, mixing, transporting, placing, compacting and finishing concrete is ordered or delivered to site, the Contractor shall submit to the Engineer full details including drawings of all the plant which he proposes to use and the arrangements he proposes to make.

Concrete for the Works specifically for Treatment Works Units and Storage Reservoirs shall be and mixed using an automatic batching plant in one or more central location. If the Contractor proposes to use ready mixed concrete he shall submit to the Engineer for his approval full details and test results of the concrete mixes. The Engineer may approve the use of ready mixed concrete provided that:

- a) the proposed mixes, the material to be used and the method of storage and mixing comply with the requirements of the Specification;
- and
- b) adequate control is exercised during mixing.

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

The mixing of concrete shall be carried out at central plant located at a site remote from place of discharge of mixed concrete. The mixed concrete shall be transported from the central plant using transit lorry mixers and/or agitator trucks.

Batching and mixing plants shall be modern efficient equipment complying with the requirements of SRN 118 and capable of producing a uniform distribution of the ingredients throughout the mass. Truck mixes shall comply with the requirements of SRN 121 and shall only be used with the prior agreement of the Engineer. If the plant proposed by the Contractor does not fall within the scope of SRN 118, it shall have been tested in accordance with SRN 119 and shall have a mixing performance within the limits specified in SRN 118.

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

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

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

The weighing and water dispensing mechanisms shall be maintained in good order. Their accuracy shall be maintained within the tolerances described in SRN 118 and checked against accurate weighs and volumes when required by the Engineer. The weighs of cement and of each size of aggregate as indicated by the mechanisms employed shall be within a tolerance of plus or minus two percent of the respective weights per batch agreed by the Engineer.

The Contractor shall provide standard test weights at least equivalent to the maximum working load used on the most heavily loaded scale and other auxiliary equipment required for checking the satisfactory operation of each scale or other measuring device. Tests shall be made by the Contractor at least once a week or at intervals to be determined by the Engineer and shall be carried out in his presence. For the purpose of carrying out these tests, there shall be easy access for personnel to the weigh hoppers. The Contractor shall furnish the Engineer with copies of the complete results of all check tests and shall make any adjustments, repairs or replacements necessary to ensure satisfactory performance.

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

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

Mixers shall be fitted with an automatic recorder registering the number of batches discharged.

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

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

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

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

### **303. HAND-MIXED CONCRETE**

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

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

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

### **304. TRANSPORT OF CONCRETE**

The concrete shall be discharged from the mixer and transported to the Works by means which shall prevent adulteration, segregation or loss of ingredients, and which shall ensure that the concrete is of the required workability at the point and time of placing. The loss of slump between discharge from the mixer and placing shall not exceed 25mm. The mixed concrete shall be transported using agitator trucks or transit truck mixers. The agitating speed of the drum shall be between 2 and 4 rpm. The interval between feeding of water into the mixer drum and final discharging of the concrete shall not exceed one hour.

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

### 305. PLACING OF CONCRETE

a) Consent for Placing

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

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

b) Preparation of Surface to Receive Concrete

Excavated surfaces on which concrete is to be deposited shall be prepared as set out in Section 3 of this Specification.

Existing concrete surfaces shall be prepared as set out in Clause 414. Before deposition of further concrete they shall be clean, hard and sound and shall be wet but without any free-standing water.

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

Unless otherwise instructed by the Engineer surfaces against which concrete is to be placed shall receive a prior coating of mortar mixed in the proportions similar to those of the fines portion in the concrete to be placed. The mortar shall be kept ahead of the concrete. The mortar shall be well worked into all parts of the excavated surface and shall not be less than 5mm thick. If any fissures have been cleaned out as described in Section 3 of this Specification they shall be filled with mortar or with concrete as instructed by the Engineer. The amount of mortar placed at any one time shall be limited so that it does not dry out or set before being covered with concrete.

c) Chutes

In general, transportation of concrete by the use of chutes will not be permitted unless approved by the Engineer. The chute shall have a section with round corners and shall have a proper fixed slope so as to allow the concrete to flow satisfactorily and without segregation. The lower end of chute shall be provided with a drop chute not less than 0.6m in height to avoid segregation of falling concrete. The height of drop shall not exceed 1.5m. Chutes shall be protected from direct sunlight, wind and rain.

d) Concrete Pump or Placer

The type and capacity of pump shall be determined to meet the specified requirements, taking into account the placing speed, construction schedule, quality of concrete, location to which concrete is poured, etc. Diameter of the delivery pipes shall be not smaller than 3 times of the maximum size of aggregates to be used in the concrete. Delivery pipes shall be so installed as to permit easy removal. Before starting the pump or placer operation, about one cubic metre of mortar with the same proportion of water, admixture, cement and fine aggregate as designated for the regular concrete mix shall be passed through the pipe. The pipe shall be set as straight and horizontally as possible to prevent clogging of the concrete mix in the pipe. The supports of the pipe line shall be stiff enough to fix the pipes firmly without adverse effect on forms and reinforcing steel already set in position. Care shall be taken to prevent leakage of the concrete mix from the pipe line or any other part.

## e) Placing Procedures

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

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

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

All work shall be completed on each batch of concrete before its initial set commences and thereafter the concrete shall not be disturbed before it has set hard. No concrete that has partially hardened during transit shall be used in the Works and the transport of concrete from the mixer to the point of placing shall be such that this requirement can be complied with. Concrete shall not be placed during rain which is sufficiently heavy or prolonged as to wash mortar from coarse aggregate on the exposed faces of fresh concrete. Means shall be provided to remove any water accumulating on the surface of the placed concrete. Concrete shall not be deposited into such accumulation of water.

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

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

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

When it is necessary to place concrete under water the Contractor shall submit to the Engineer his proposals for the method and equipment to be employed. The concrete shall be deposited either by bottom-discharging watertight containers or through funnel-shaped tremies which are kept continuously full with concrete up to level above the water and which shall have the discharging bottom fitted with a trapdoor and immersed in the concrete in order to reduce to a minimum the contact of the concrete with the water. Special care shall be taken to avoid segregation.

If the level of concrete in a tremie pipe is allowed to fall to such an extent that water enters the pipe, the latter shall be removed from the pour and filled with concrete before being again lowered into the placing position. During and after concreting under water, pumping or dewatering in the immediate vicinity shall be suspended if there is any danger that such work will disturb the freshly placed concrete.

## f) Interruptions to Placing

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

Before concreting is resumed after such an interruption the Contractor shall cut out and remove all damaged or uncompacted concrete, feather edges or any other undesirable features and shall leave a clean sound surface against which the fresh concrete may be placed.

If it becomes possible to resume concrete placing without contravening the Specification and the Engineer consents to a resumption, the new concrete shall be thoroughly worked in and compacted against the existing concrete so as to eliminate any cold joints.

g) Dimensions of Pours

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

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

h) Placing Sequence

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

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

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

### **306. COMPACTION OF CONCRETE**

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

Concrete shall be compacted with the assistance of mechanical immersion vibrators, unless the Engineer agrees to another method.

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

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

Where the concrete contains aggregate with a nominal size of 75mm or more, vibrators with a diameter of 100mm or more shall be used.

Vibration shall be continued at each point until the concrete ceases to contract, a thin layer of mortar has appeared on the surface and air bubbles have ceased to appear. Vibrators shall not be used to move concrete laterally and shall be withdrawn slowly to prevent the formation of voids. Vibration shall not be applied by way of reinforcement nor shall vibrators be allowed to touch reinforcement or other embedded items. The vibrators shall be inserted vertically into the concrete to penetrate the layer underneath at regular spacing. The spacing shall not exceed the distance from the vibrator over which vibration is visibly effective.

### **307. CURING OF CONCRETE**

a) General

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

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

The above objectives are dealt with in sub-clause 407(b) and (c) but nothing shall prevent both objectives being achieved by a single method where circumstances permit.

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

Details of the Contractor's proposals for curing concrete shall be submitted to the Engineer before the placing of concrete commences in the Works. Formed surfaces may be cured by retaining the formwork in place for the required curing period. If the use of the foregoing methods is inappropriate, surfaces which will not have further concrete bonded to them and which are not to receive an application of a finish may be cured by the application of a curing compound having an efficiency index of at least 90 percent. Curing compounds shall contain a fugitive dye to enable the extent of the spread to be seen easily.

Curing compound is used on surfaces exposed to the atmosphere shall contain sufficient finely divided flake aluminium in suspension to produce a complete coverage of the surface with a metallic finish when applied at the rate recommended by the manufacturer.

Curing compounds shall become stable and impervious to the evaporation of water from the concrete surface within 60 minutes of application. The material shall not react chemically with the concrete surfaces for at least the first four days of the curing period.



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

b) Loss of Moisture

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

If for some reason it is not possible to use impermeable sheeting, the Contractor shall keep the exposed surfaces continuously wet by means of a water spray or by covering with a water absorbent material which is kept wet, unless this method conflicts with sub-clause 407(c).

Water used for curing shall be of the same quality as that used for concrete mixing as stated in Clause 724 g).

c) Limitation of Temperature Differential

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

- i) limiting concrete temperatures at placing as set out in sub-clause 409(b);
- ii) use of low heat cement, subject to the agreement of the Engineer;
- iii) insulation of exposed concrete surface by insulating blankets. Such blankets shall have an insulation value at least equivalent to 50mm of dry mineral wool;
- iv) leaving formwork in place during the curing period. Steel forms shall be suitably insulated on the outside;
- v) preventing rapid dissipation of heat from surfaces by shielding from wind;
- vi) avoiding the use of water sprays when such use would cause rapid cooling of the surface.

### **308. PROTECTION OF FRESH CONCRETE**

Freshly placed concrete shall be protected from rainfall and from water running over the surface until it is sufficiently hard to resist damage from these causes. No traffic shall be allowed on any concrete surface until such time as it is hard enough to resist damage by such traffic. Concrete placed in the Works shall not be subjected to any loading until it has attained at least its nominal strength as defined in Clause 401.

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

### **309. CONCRETING IN HOT WEATHER**

a) General

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

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

b) Concrete Placing in Hot Weather

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

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

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

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

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

### **310. MORTAR**

This clause covers mortar for use ahead of concrete placing, and other uses not covered elsewhere in the Specification. Mortar shall be composed of fine aggregate complying with Clause 724 c) and ordinary Portland cement complying with SRN 103. The mix proportions shall be as stated on the drawings or elsewhere in this Specification or if not stated shall be one part of cement to two parts of fine aggregate by weight.

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

The water content of the mortar shall be as low as possible consistent with the use for which it is required but in any case the water/cement ratio shall not be more than 0.5. Mortar which is specified as 'dry pack' shall be mixed with sufficient water for the mix to become cohesive but not plastic when squeezed in the hand. Dry pack mortar shall be rammed into the cavity it is required to fill, using a hand rammer with sufficient force to ensure full compaction.

### **311. CONCRETE FOR SECONDARY PURPOSES**

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

NS concrete shall be composed of ordinary Portland cement complying with SRN 103 and aggregates complying with SRN 108-111 including all-in aggregate within the grading limits of SRN 109 and SRN 111.

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

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

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

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

### **312. RECORDS OF CONCRETE PLACING**

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

The Contractor shall supply to the Engineer four copies of these records each week covering work carried out the preceeding week. In addition he shall supply to the Engineer monthly histograms of all 28 day cube strengths together with accumulative and monthly standard deviations and any other information which the Engineer may require concerning the concrete placed in the works.

### **313. GROUTING OF POCKETS AND HOLES AND UNDERPINNING OF BASEPLATES**

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

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

- Portland Cement ..... 50 kg.
- Fine aggregate ..... 50 kg.
- An additive acceptable to the Engineer to counteract shrinkage in proportions recommended by the manufacturer.

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

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

### **314. REMEDIAL WORK TO DEFECTIVE SURFACES**

If on stripping any formwork the concrete surface is found to be defective in any way, the Contractor shall make no attempt to remedy such defects prior to the Engineer's inspection and the receipt of any instructions which the Engineer may give. Defective surfaces shall not be made good by plastering.

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

After seven days the lip of concrete shall be broken off and the surface ground smooth. Surface irregularities which are outside the limits of tolerance set out in Clause 410 shall be ground down in the manner and to the extent instructed by the Engineer. Severe honeycombing and defects other than those mentioned above shall be dealt with as instructed by the Engineer.

### **315. BENDING REINFORCEMENT**

Unless otherwise shown on the drawings, bending and cutting shall comply with SRN 129.

The Contractor shall satisfy himself as to the accuracy of any bar bending schedules supplied and shall be responsible for cutting, bending, and fixing the reinforcement in accordance with the drawings. Any discrepancies should be brought to the attention of the Engineer prior to ordering the reinforcement.

Bars shall be bent cold by the application of slow steady pressure. At temperatures below 5 degrees centigrade the rate of bending shall be reduced if necessary to prevent fracture of the steel. After bending, bars shall be securely tied together in bundles or groups and legibly labelled as set out in SRN 129. Reinforcement shall be thoroughly cleaned and all dirt, scale, loose rust, oil and other contaminants removed before it is placed in the Works.

### **316. FIXING REINFORCEMENT**

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

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

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

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

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

No splices (laps) shall be made in the reinforcement except where shown on the drawings or agreed by the Engineer. Splice lengths shall be as shown on the drawings.

Reinforcement shall not be welded except where required by the Contract or agreed by the Engineer. If welding is employed, the procedures shall be as set out in SRN 937 for gas welding or SRN 919 for metal arc welding. Full strength butt welds shall only be used for steel complying with SRN 126, and if used on high yield deformed bars complying with SRN 126 the permissible stresses in the vicinity of the weld shall be reduced to those applicable to plain bars complying with that Specification.

Mechanical splices shall not be used unless the Engineer agrees otherwise.

The Contractor shall ensure that reinforcement left exposed in the Works shall not suffer distortion, displacement or other damage. When it is necessary to bend protruding reinforcement aside temporarily, the radius of the bend shall not be less than four times the bar diameter for mild steel bars or six times the bar diameter for high yield bars. Such bends shall be carefully straightened before concrete placing continues, without leaving residual links or damaging the concrete around them. In no circumstances will heating and bending of high yield bars be permitted.

Bars complying with SRN 127 or other high tensile bars shall not be bent after placing in the Works. Before concrete is placed in any section of the Works which includes reinforcement, the reinforcement shall be completely clean and free from all contamination including concrete which may have been deposited on it from previous operations.

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

## **4. FORMWORK**

### **401. FORMWORK FOR CONCRETE**

#### Definitions

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

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

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

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

### **402. CONSTRUCTION OF FORMWORK AND FALSEWORK**

Before construction begins, the Contractor shall submit to the Engineer, drawings showing details of the proposed formwork and falsework.

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

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

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

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

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

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

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

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

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

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

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

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

Where circumstances prevent easy access within the form for cleaning and inspection, temporary openings for this purpose shall be provided through the formwork.

Shear keys shall be provided in all construction joints of the size and shape indicated on the drawings.

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

#### **403. PREPARATION OF FORMWORK**

Before any reinforcement is placed into position within formwork, the latter shall be thoroughly cleaned and then dressed with a release agent. The agent shall be either a suitable oil incorporating a wetting agent, an emulsion of water suspended in oil or a low viscosity oil containing chemical agents. The Contractor shall not use an emulsion of oil suspended in water nor any release agent which causes staining or discoloration of the concrete, air holes on the concrete surface, or retards the set of the concrete.

In order to avoid colour difference on adjacent concrete surfaces, only one type of release agent shall be used in any one section of the works. In cases where it is necessary to fix reinforcement before placing formwork, all surface preparation of formwork shall be carried out before it is placed into position. The Contractor shall not allow reinforcement or prestressing tendons to be contaminated with formwork release agent.

Before placing concrete all dirt, construction debris and other foreign matter shall be removed completely from within the placing area. Before concrete placing commences, all wedges and other adjusting devices shall be secured against movement during concrete placing and the Contractor shall maintain a watch on the formwork during placing to ensure that no movement occurs.

#### **404. REMOVAL OF FORMWORK**

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

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

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

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

**Table 5.1 - MINIMUM PERIODS FOR FORMWORK REMOVAL**

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

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

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



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

## **405. SURFACE FINISHES ON FORMED SURFACES**

### Classes of Finish

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

a) Class F1 Finish

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

b) Class F2 Finish

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

c) Class F3 Finish

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

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

## d) Curved Surfaces

For curved surfaces where F2 or F3 finishes are called for, the formwork face shall be built up of splines cut to make a tight surface which shall then be dressed to produce the required finish.

Alternatively, single curvature surfaces may be faced with plastic or plywood linings attached to the backing with adhesive or with escutcheon pins driven flush. Linings shall not bulge, wrinkle or otherwise deform when subjected to temperature and moisture changes.

**406. TOLERANCES**

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

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

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

**Table 5.2 - TOLERANCES**

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

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

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

## **5. MASONRY**

### **501. GENERAL**

All masonry work shall be constructed from building stone as specified in Clause 725. For culvert headwalls and other small works, the stone shall, unless otherwise specified, be rough dressed. For walls, facing and other exposed works the stone shall unless otherwise specified, be medium chisel-dressed.

### **502. WORKMANSHIP**

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

The stones shall be bedded, jointed and pointed in mortar 1 to 3 in accordance with Clause 729 with beds and joints 9mm thick flushed up and grouted solid as the work proceeds. All masonry work shall be cured in accordance with the relevant requirements of Clause 407.

### **503. CAST STONWORK**

Cast stone shall be as specified in Clause 735. Facing stones shall be brought up in courses to a height not exceeding 1 metre at a time, the concrete backing being then brought up and well incorporated into and round the backs of the stones and the projecting metal ties to ensure a complete bond. The stones shall be bedded and jointed as shown on the drawings.

All materials, moulds, mixing, casting and surface treatment, setting, jointing and pointing, and all centering, scaffolding and labour required to complete the cast stonework specified or as shown on the drawings, shall be included in the rates for such work.

## **6. MATERIALS**

### **601. GENERAL**

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

- a) All items shall be suitable for water works purposes and for use with cold water installation and operation being in a tropical climate.
- b) All items hereinafter specified shall be to such other Standard or Specification which in the opinion of the Engineer provides for a quality of material and workmanship not inferior to the Standard Reference Number (SRN) quoted. The Standard or Specification must be submitted to the Engineer for approval before commencement of work.
- c) All ferrous pipes and fittings shall be coated with a protective paint suitable for use in and transport through a tropical climate.
- d) The Contractor shall supply to the Employer a certificate stating that each item supplied has been subjected to the tests hereinafter laid down and conforms in all respects to the said Specification.
- e) The Contractor shall provide adequate protection to all piping, flanged items and valves so as to guard effectively against damage in transit and storage and ingress of foreign matter inside the valves.
- f) All pipework and fittings shall be subjected to a works hydrostatic test pressure which shall be not less than twice the maximum operating pressure.
- g) The Contractor should exercise diligence to provide the best material.
- h) Where applicable the manufacturer's Specification should accompany all offers. The name of the manufacturer must in every case be stated.
- j) Where necessary the Contractor shall provide rubber gaskets to comply with SRN 208 and all other bolts, nuts, washers, etc. to undertake jointing at fittings etc.
- k) Any articles required under this Contract which are found to be faulty due to a crack, flaw or any other reason or is not in accordance with the Specification stipulated will not be accepted nor will the Employer be liable for any charges in respect of such an article. Where any such rejected article can, in the opinion of the Engineer, be rendered usable, the Contractor may deal with it accordingly and include it in the Contract at a price to be mutually agreed. Straight pipes which have been cut will be accepted at the discretion of the Engineer, provided the length is not less than 4 metres or two thirds of the standard length whichever is the lesser and will be priced pro-rata.
- l) Wherever possible, samples of pipes and fittings shall be submitted for approval of the Engineer prior to the Contractor obtaining the total requirements.

### **602. GALVANISED PIPES AND SPECIALS**

All piping shall conform to SRN 823 and SRN 903 for "Medium" Piping. The pipes shall be screwed and socketted, coupled or flanged.

All specials shall be of such dimensions as will mate with the piping supplied. Screw down stopvalves shall conform to SRN 826. Barrel nipples shall conform to SRN 823 and all other specials shall conform to SRN 824. All pipes supplied shall be certified by the manufacturer to have been tested in accordance with the relevant Standard Specification.

### **603. STEEL PIPES AND SPECIALS**

All piping shall be plain ended unless otherwise specified and suitable for use with flexible mechanical couplings. The grade of steel used shall comply with the requirements of SRN 213. The pipes shall be welded or seamless and shall conform to SRN 210. All the pipes shall be internally protected with cement mortar lining in accordance with SRN 212. External protection to be as specified in SRN 241.

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

All fittings and specials shall be of such dimensions as will mate up with the piping supplied. Flanged adaptors shall be pieces suitable for connecting a flanged gate valve etc. to the type of piping supplied and shall be supplied complete with all bolts, nuts, washers and joint rings.

The spigot ends of all Tees shall be suitable for connection to the pipework supplied using the aforementioned flexible mechanical joints. Branches shall be flanged with flanges drilled to NP 16 in accordance with SRN 207, unless otherwise detailed.

All flanges on specials shall conform to NP 16 in accordance with SRN 207, unless otherwise detailed.

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

### **604. HIGH DENSITY POLYETHYLENE (HDPE) PIPES**

HDPE Pressure Pipes and Fittings shall be manufactured using a pre-compounded blue pigmented PE100 resin, having a Minimum Required Strength (MRS) value of  $\geq 10.0$  MPa, at a service temperature of 20°C for a minimum design service life of 50 years.

The pipes and fittings shall be manufactured in accordance with EN 12201:2011, ISO 4427 / ISO 4437 or other acceptable International Standard.

The Pipes and Fittings shall comply with the following:

<b>Pipes:</b>	Material:	Polyethylene PE100 (MRS100), density $\geq 0.95$ kg/dm <sup>3</sup>
	Colour:	<b>Blue</b> <b>Black with Blue stripes</b> <b>Black with Blue outer coextruded layer</b>
	Pressure Rating:	SDR 17 – PN10 SDR 11 – PN16
Supply Lengths:	All pipe sizes up to and including OD 75 mm shall be supplied in coils of 50 or 100 meters. All pipes, OD 90mm and above shall be supplied in straight lengths not exceeding 12metres.	

<b>Fittings:</b>	Material:	Polyethylene PE100 (MRS100), density $\geq 0.95$ kg/dm <sup>3</sup>
	Colour:	Black or Blue
	Type of Joint:	Electrofusion / Spigot type for Butt Fusion / Compression (for sizes 110mm and below)
	Pressure Rating:	SDR 17 – PN10 SDR 11 – PN16

**Diameters:** as per EN 12201-2

PE 100 (MRS10), $\sigma_{all} = 8.0$ MPa			PN 10.0		PN 16.0	
Outside Diameter (d) (mm)	Tolerance on OD (mm)	Maximum Ovality (mm)	SDR 17 Series 8		SDR 11 Series 5	
			Min. WT (mm)	Tolerance (mm)	Min. WT (mm)	Tolerance (mm)
16.0	0.3	1.2	-	-	-	-
20.0	0.3	1.2	-	-	2.0	0.3
25.0	0.3	1.2	-	-	2.3	0.4
32.0	0.3	1.3	2.0	0.3	3.0	0.4
40.0	0.4	1.4	2.4	0.4	3.7	0.5
50.0	0.4	1.4	3.0	0.4	4.6	0.6
63.0	0.4	1.5	3.8	0.5	5.8	0.7
75.0	0.5	1.6	4.5	0.6	6.8	0.8
90.0	0.6	1.8	5.4	0.7	8.2	1.0
110.0	0.7	2.2	6.6	0.8	10.0	1.1
125.0	0.8	2.5	7.4	0.9	11.4	1.3
140.0	0.9	2.8	8.3	1.0	12.7	1.4
160.0	1.0	3.2	9.5	1.1	14.6	1.6
180.0	1.1	3.6	10.7	1.2	16.4	1.8
200.0	1.2	4.0	11.9	1.3	18.2	2.0
225.0	1.4	4.5	13.4	1.5	20.5	2.2
250.0	1.5	5.0	14.8	1.6	22.7	2.4
280.0	1.7	9.8	16.6	1.8	25.4	2.7
315.0	1.9	11.1	18.7	2.0	28.6	3.0
355.0	2.2	12.5	21.1	2.3	32.2	3.4
400.0	2.4	14.0	23.7	2.5	36.3	3.8
450.0	2.7	15.6	26.7	2.8	40.9	4.2
500.0	3.0	17.5	29.7	3.1	45.4	4.7
560.0	3.4	19.6	33.2	3.5	50.8	5.2
630.0	3.8	22.1	37.4	3.9	57.2	5.9
710.0	6.4	24.9	42.1	4.4	64.5	6.6
800.0	7.2	28.0	47.4	4.9	72.6	7.4

**Performance Characteristics**

The pipes shall have the following basic minimum performance characteristics:

Parameter	Unit	Value
Average Density as per ISO 1183	Gm/cm <sup>3</sup>	≥ 0.95
Melt Flow Index MFI 190°C / 50N as per ISO 1133	Gm/10 min.	0.4-0.55
Minimum Tensile Strength	N/mm <sup>2</sup>	25
Elongation at Break	%	≥ 600%
E-Modulus (Modulus of Elasticity)	N/mm <sup>2</sup>	1200
Minimum Radius of Curvature at 20°C		25 x OD
Linear Coefficient of Thermal Expansion (VDE 0304)	°K <sup>-1</sup>	1.3 x 10 <sup>-4</sup>

**Marking and Identification**

Pipes shall be clearly and indelibly marked to show the following:

- Name of Manufacturer / Brand
- Nominal Diameter x Minimum Wall Thickness
- Material Classification (i.e. PE100)
- Standard Dimension Ratio and Pressure Rating (SDR17 PN10 or SDR11 PN16)
- Reference Standard of Manufacture (e.g. EN 12201)
- Date of Manufacture

**Transportation, Storage and Laying of Pipes and Fittings**

Before transporting HDPE pressure pipes the loading surface of the vehicle must be cleaned and free from projecting nails, screws or other sharp objects. The bottom layer of all pipes must as far as possible be in contact with the loading surface throughout their entire length and not project beyond it. The pipes must be secured from slipping and shall not be pulled over sharp edges when loading and offloading. Pipes shall not be dragged along the ground.

Pipes, fittings and coils shall be stored in such a way that they are completely protected from direct sunlight. When covered, they must be well ventilated to avoid accumulation of heat and resultant deformation. Transparent coverings shall not be used. The storage location shall be flat and shall, for pipes, support the pipes throughout their length. Stones and sharp objects shall not be present. Pipes shall not be stacked to a height exceeding 1m. The pipes must be secured at the sides to prevent them from rolling. Contact with harmful materials shall be avoided. As far as possible, coils shall be stored in a horizontal position. The area shall be free of stones and sharp objects. If stored upright they must be secured to avoid tilting.

Prior to laying in trench the bed of the trench must provide support throughout the entire length of the pipe. The pipe shall not be laid directly on cohesive, rocky or stoney soil. Such material shall be over excavated to a depth of not less than 0.1m and shall be removed and replaced by non-cohesive soil or a special pipe support. This shall initially be recompacted and then the surface loosened on the day of and prior to laying.

Pipes supplied in coils and of up to 63mm diameter may be unrolled with the coil in the vertical position. For larger diameters an unwinding device shall be used. A turnstile can be used with the coil laid in a horizontal position on it or with the coil mounted vertically on a slow moving lorry. The pipe shall never be removed from a coil in a spiral manner as this may cause kinking. Should kinking nevertheless occur the Contractor shall cut the pipe on either side of the kink, prepare the ends, and then use an approved joint after laying. All costs of

dealing with kinking shall be to the Contractor's expense. A minimum bending radii of 35 x the diameter shall be observed.

### **Joining Methods**

- A. Butt Fusion:** The pipe shall be joined by the butt fusion procedure outlined in ASTM F 2620. All fusion joints shall be made in compliance with the pipe or fitting manufacturer's recommendations. Fusion joints shall be made by qualified fusion technicians.
- B. Saddle Fusion:** Saddle fusion shall be done in accordance with ASTM F 2620 or TR-41 or the fitting manufacturer's recommendations. Saddle fusion joints shall be made by qualified fusion technicians. Qualification of the fusion technician shall be demonstrated by evidence of fusion training within the past year on the equipment to be utilized on this project. [*Saddle fusion is used to fuse branch saddles, tapping tees, and other HDPE constructs onto the wall of the main pipe*] (ASTM F905).
- C. Socket Fusion:** Molded socket fusion fittings are only to be used for joining of HDPE pipe from 1/2 inch to 2" in size. Socket fusion shall be done in accordance with ASTM F 2620 or the fitting manufacturer's recommendations. Socket fusion is the process of fusing pipe to pipe, or pipe to fitting by the use of a male and female end that are heated simultaneously, and pressed together so the outside wall of the male end is fused to the inside wall of the female end. Qualification of the fusion technician shall be demonstrated by evidence of socket fusion training within the past year on the equipment to be utilized on this project. [*Socket fusion is not widely used, and the specifier may decide to prohibit its use*]
- D. Electrofusion:** Electrofusion joining shall be done in accordance with the manufacturers recommended procedure. Other sources of electrofusion joining information are ASTM F 1290. The process of electrofusion requires an electric source, a transformer, commonly called an electrofusion box that has wire leads, a method to read electronically (by laser) or otherwise input the barcode of the fitting, and a fitting that is compatible with the type of electrofusion box used. The electrofusion box must be capable of reading and storing the input parameters and the fusion results for later download to a record file. Qualification of the fusion technician shall be demonstrated by evidence of electrofusion training within the past year on the equipment to be utilized for this project.
- E. Mechanical:**
- Mechanical connection of HDPE to auxiliary equipment such as valves, pumps, and fittings shall use mechanical joint adapters and other devices in conformance with AWWA Manual of Practice M55, Chapter 6.
  - Mechanical connections on small pipe under 3" are available to connect HDPE pipe to other HDPE pipe, or a fittings, or to a transition to another material. The use of stab-fit style couplings is allowed, along with the use of metallic couplings of brass and other materials. All mechanical and compression fittings shall be recommended by the manufacturer for potable water use. When a compression type or mechanical type of coupling is used, the use of a rigid tubular insert stiffener inside the end of the pipe is recommended.
  - Mechanical couplings that wrap around the pipe and act as saddles are made by several manufacturers specifically for HDPE pipe. All such saddles, tapping saddles, couplings, clamps etc. shall be recommended by the manufacturer as being designed for use with HDPE pipe at the pressure class listed in this section.



- Unless specified by the fitting manufacturer, a restraint harness or concrete anchor is recommended with mechanical couplings to prevent pullout.
- Mechanical coupling shall be made by qualified technicians. Qualification of the field technician shall be demonstrated by evidence of mechanical coupling training within the past year. This training shall be on the equipment and pipe components to be utilized for this project.

**F. Joint Recording:** The critical parameters of each fusion joint, as required by the manufacturer and these specifications, shall be recorded either manually or by an electronic data logging device. All fusion joint data shall be included in the Fusion Technician's joint report.

#### **Testing**

- A. Hydrostatic leakage testing is recommended and shall comply with ASTM F 2164, ASTM F 1412, AWWA Manual of Practice M55 Chapter 9.
- B. If the test section fails this test, the Contractor shall repair or replace all defective materials and/or workmanship at no additional cost to the Owner.
- C. Pneumatic (compressed air) leakage testing of HDPE pressure piping is prohibited for safety reasons.

#### **Cleaning and Disinfecting**

- A. Cleaning and disinfecting of potable water systems shall be in accordance with AWWA C651 and AWWA Manual of Practice M55 Chapter 10.
- B. After installation and pressure testing, new water mains should be disinfected according to AWWA C651.
- C. The disinfection chemicals should be limited to less than 12% active chlorine. The duration of the disinfection should not exceed 24 hours.
- D. Upon completion, the system should be thoroughly flushed with fresh water, and retested to verify the disinfectant chlorine level has been reduced to potable drinking water concentrations in all service water tubing and branch lateral pipes.

### **605. GATE VALVES**

Gate valves shall comply with the requirements of SRN 501. The gate valves shall be suitable for use in pipelines and for the operating pressure to a head of 160 metres of water (NP 16). The gate valves shall be double flanged. The dimensions and drilling of flanges shall be in accordance with SRN 207. Flanges shall be machined flat. Flanges shall be NP 16 complying with SRN 207.

Spindles of the gate valves shall be provided with cast iron caps conforming to the requirements as specified under "Valve Caps" in SRN 501 or handwheels if so specified. The spindles of the gate valves shall be of the non-rising type and screwed so as to close the valves when rotated in a clockwise direction. The direction of closing shall be clearly cast on the valve cap or handwheel.

The gate valves shall be subject to "Closed End Tests" in accordance with the procedure set out in SRN 501. The gate valves shall be suitable for opening and closing against an unbalanced head by manual operation.

### **606. FIRE HYDRANTS**

Fire hydrants shall be in accordance with SRN 509. They shall be for installation underground and shall be in accordance with SRN 509.

The spindle shall be provided with a cast iron cap conforming to dimensions under “Spindle Cap” in SRN 501. The spindle of the fire hydrant shall be of the non-rising type and screwed so as to close the hydrant when rotated in a clockwise direction viewed from above. The direction of closing shall be clearly cast on the valve cap. The flanged outlet of the outlet bend shall have a Bayonet Joint Outlet for a 63mm standpipe. The outlet of the hydrant shall be of the hooked type with hooks 112mm apart. The outlet shall have a gun metal standpipe seating and be covered by a loose cast iron cap which shall be attached to the hydrant by means of a chain. Both flanges shall be 63mm drilled to requirements of SRN 207. The outlet bends shall be subject to a hydrostatic test in accordance with procedure set out in SRN 509 and shall be water-tight against a test pressure of 1.85 Pa. head of water.

## **607. AIR VALVES**

The Contractor shall provide air valves to suit the site on which the main is located and the maximum water pressure specified. The body and cover of air valves shall comply with SRN 906 and SRN 916. The body, cover, splash cowl and joint support ring of the air valve shall be of mechanite cast iron with flanges drilled to SRN 207. The internal screwed isolating valve shall have the valve and seating of gun metal, operating screws of bronze, nuts of gun metal, and glands and cap of mechanite.

The large orifice valve shall have a vulcanite covered ball closing on a moulded dextrine seat ring. The bush may be in gun metal. The double orifice type of air valve shall comprise a small and large orifice unit with common connection to the main and screw down isolating valve to permit inspection of the valve. The spindle of the isolating valve shall be screwed so as to close the valve when rotated in a clockwise direction and be provided with a Spindle Cap to dimensions as specified in SRN 501. Design of the air valves shall be such that the balls do not blow shut under any working or test conditions when large volumes of air are being released.

## **608. WATER METERS**

All water meters upto 50mm size shall be of the rotary piston positive action type with all moving parts composed of non-corrosive material. 75mm diameter and over meters shall be of the inferential helix full flow type. The body of the 12mm to 25mm size of meter shall be of brass, the larger sizes in cast iron. The external surface of the brass bodies shall be coated with baked enamel and the cast iron bodies shall be painted to suit.

The working chamber of the rotary type meter shall be made of bronze or similar non-corrosive material and the piston shall be in ebonite or similar material.

The working parts of the Helix type meter shall facilitate removal for repair or replacement without removing the meter body from the pipeline. The working parts shall be inter-changeable and the working chamber so designed as to be full of water under all conditions of flow.

The dial of the meter shall be of the direct reading type registered in cubic metres with suitable lid locking device.

The capacities of the piston type meter shall not be less than the following amounts per month:-

12mm meter	250 cubic metres
18mm meter	350 cubic metres
25mm meter	600 cubic metres
38mm meter	1100 cubic metres
50mm meter	1700 cubic metres

The Helix type meter shall be capable of continuous working with a head loss not exceeding 300mm at the following rates of flow:-

75mm meter	22.5 cu.m./hr
100mm meter	45 cu.m./hr
150mm meter	90 cu.m./hr

All meters shall be accurate to within  $\pm 2\%$  over the range of the meter upwards from the minimum flows given for each size:-

12mm	23 litres/hour
18mm	28 litres/hour
25mm	32 litres/hour
38mm	110 litres/hour
50mm	190 litres/hour
75mm	2.5 cu.m./hr
100mm	2.8 cu.m./hr
150mm	4.5 cu.m./hr

Meters above 150mm diameter should conform to manufacturer's specifications approved by the Engineer.

The 12mm and 18mm sizes shall be guaranteed to register commencing at 5 litres/hour. The meters shall be tested to a head of not less than 16 bar.

### **609. STOP VALVES**

All stop valves shall be in accordance with SRN 826. Samples of valves shall be submitted for test and approval to the Engineer.

### **610. CHECK VALVES (DIRECTIONAL VALVES)**

Check valves shall comply with the requirements of SRN 505 with cast iron body and cover, gun metal doors with bronze facing rings and flanged connections in accordance with SRN 207, NP 16.

### **611. FLANGED JOINTS**

All flanges on fittings and pipework where flanged connections are required must comply with the requirements of SRN 207 and drilled to NP 16, unless otherwise specified. Inspection gaskets for flanged joints shall be rubber reinforced with cotton, 3mm thick and shall be in accordance with SRN 208. Bolts, washers and nuts for flanged joints shall be of mild steel complying with SRN 914.

### **612. PRESSED STEEL TANKS AND TOWERS**

The pressed steel tanks (or similar approved), towers and associated materials and fittings shall comply with SRN 909 and SRN 863. Detailed drawings of the steel tank should be submitted to the Engineer for approval prior to acceptance. The pressed steel tank to SRN 909 (B.S. 1564 Type A(2) or similar approved) shall be supplied complete with:-

- a) All stays, cleats, bolts, nuts, washers, jointing compound and associated materials and fittings.

- b) Connections for inlet, outlet, washout and overflow.
- c) Galvanised access ladder 450mm wide.
- d) Steel roof cover to fit the tank complete with access manhole and mosquito-proof cowl ventilators.
- e) Water level indicator.

Jointing material to the tank to be a non-toxic plastic compound which does not impart taste, colour nor odour to the water. Connections to the tank shall be welded to the outside of the tank plate and drilled and tapped to suit flanges to SRN 207, NP 16 unless otherwise stated.

The cover to the tank shall be of mild steel cambered for external use and adequately supported by rolled steel or pressed steel bearers or trusses. The tank tower shall be supplied complete with:-

- a) Anchor bolts.
- b) Bolts, nuts, washers and associated materials and fittings.
- c) Access ladder 450mm wide extending from ground level to the top of the tank. Safety rings shall be at 1.2m centres.

The supports to the tank shall consist of steel joints designed to carry imposed load under each transverse joint and the two ends of the tank. The columns of the tank shall consist of rolled steel joist sections or similar. Four such columns shall be provided with adequate bracing. Internal surfaces of the tank shall be painted with approved non-toxic primer and non-toxic bituminous paint. External surfaces of the tank and tower shall be painted with approved primer and approved bituminous aluminium paint.

### **613. PAINTS**

All priming, undercoating and finishing paints shall be in accordance with SRN 877 or SRN 878 as appropriate. The painting of all building works shall comprise a special paint recommended for external work while all other paints, plastic emulsion coating etc. are to be of an approved manufacturer. All paints, distempers etc. shall be delivered on site intact in the original drums or tins, and shall be mixed and applied in accordance with the manufacturer's printed directions. The only addition which will be allowed to be made will be liquid thinners, driers etc. supplied by the makers for the purpose.

All surfaces must be thoroughly cleaned down prior to painting and decorating work and no external painting shall be carried out in rainy weather. All paint must be thoroughly well worked on and excess of paint in any cat must be avoided. All colours will be selected by the Engineer from the standard range of colours.

### **614. MARKER AND INDICATOR POSTS**

Marker posts shall be erected at changes in direction of water mains as directed by the Engineer. Indicator posts shall be erected at valves and other fittings as directed.

Marker and indicator posts shall be embedded in concrete as shown on drawings and shall be vibrated precast reinforced concrete as per dimensions shown on drawings. They should be painted in colours as indicated on the drawings.

### **615. POLYETHYLENE (PALOTHENE, PEH) PIPES**

Polyethylene High Density pipes shall comply with SRN 307 for testing, storage, handling, laying and backfilling. Contractor shall conform to requirement indicated for PVC pipes. Joints shall be required to sustain test pressures similar to which the pipe shall be subjected.

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

#### **616. SUBMISSION OF SAMPLES**

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

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

Samples of materials approved will be retained at the Engineer's office until the completion of the contract. Samples may be tested to destruction. All materials delivered to site must be at least equal in all respects to approved samples, otherwise they shall be rejected. No special payment will be made for compliance with clauses specifying tests etc. to ensure quality control etc. unless specifically itemised in Bills of Quantities.

#### **617. BUILDING STONE**

All building stone shall be capable of withstanding when wet a crushing stress of 3.5 N/sq.mm. The source of stone shall be approved by the Engineer and stone supplied therefrom shall be free from magadi, overburden, mudstone, cracks, sandholes, veins, laminations or other imperfections.

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

Unless the Engineer allows otherwise the Contractor shall at his own expense provide and dress four 100mm cubes of stone for testing.

The stone shall be sound when tested in accordance with SRN 870 except that:-

- i) The treatment shall be repeated for 10 cycles only; and
- ii) The second criterion of failure shall be amended to allow for a loss of weight of not more than 20% of its original weight.

#### **618. MURRAM**

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

**619. WATER FOR CEMENT TREATED MATERIALS**

If water for the works is not available from the Employer's supply the Engineer's approval must be obtained regarding the source of supply and manner of its use. Water to be used with cement or lime shall be free from salt, oil, alkali, organic matter, and other deleterious substances. If the water is required to be tested, this shall be done in accordance with SRN 114: Tests for Water for Making Concrete, all to the cost of the Contractor.

**620. CEMENT MORTAR**

Cement mortar shall consist of proportions by volume as specified of Portland Cement and natural sand or crushed natural stone or a combination of both as specified in SRN 135 and SRN 136: Building Sands from Natural Sources. The constituent materials shall be accurately gauged and mixed in an approved manner.

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

**621. CEMENT GROUT**

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

**622. REINFORCEMENT FOR CONCRETE**

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

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

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

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

In addition to the testing requirements described above, the Contractor shall carry out additional tests as instructed by the Engineer.

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

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

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

Dowel Bars

Dowel bars and tie bars shall consist of mild steel, or deformed bars of high yield steel all complying with SRN 126 and they shall be free from oil, paint other than bond-breaking compound, dirt, loose rust and scale.

Dowel bars and tie bars shall be of sizes as shown on the drawings and directed by the Engineer, and shall be straight, free from burred edges, or other irregularities and shall have their sliding ends sawn or, if approved, sheared.

Bond breaking compound for dowel bars shall consist of 66 per cent of 200 pen bitumen blended hot with 14 per cent light creosote oil and, when cold, brought to the consistency of paint by the addition of 20 per cent solvent naphtha or other approved compound meeting the following requirements.

- i) It shall not retard or in any other way affect the setting of concrete.
- ii) The average bond stress on bars coated with the compound with half their length cast into concrete specimens and subject to pull out tests at 7 days shall not exceed 0.14 newtons per square millimetre and the total movement of the dowel bar relative to the concrete shall not be less than 0.25 millimetres at that stress. The concrete specimens shall be 150 millimetres by 150 millimetres in section and 0.45 metre long and made with the same mix proportions as used in the Works.

### **623. STRUCTURAL STEEL FOR WELDED WORK**

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

### **624. JOINT PRIMER**

Joint priming compound shall be entirely in accordance with the manufacturer's recommendations for the joint sealant to be used.

### **625. TIMBER**

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

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## **7. WORKMANSHIP**

### **701. HANDLING OF PIPES AND FITTINGS**

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

### **702. LOADING AND UNLOADING**

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

### **703. STORAGE**

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

### **704. TRANSPORT**

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

### **705. EXAMINATION OF PIPES AND FITTINGS**

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

### **706. INTERFERENCE WITH FENCES, DRAINS AND OTHER SERVICES**

The Contractor shall ensure the proper reinstatement of fences, drains, telephone lines, KP&L cables etc. where affected by his work. All services shall be adequately protected and propped to the satisfaction of the Engineer. The Contractor shall be liable for any damage caused to the services due to his failure to provide adequate protection.

### **707. METHOD OF EXCAVATION**

The Contractor is deemed to have covered in his excavation rates all the work that is necessary in order to comply with the provisions of the Specifications in general and this Clause in particular.

- a) The Contractor shall excavate the pipe trenches in the line and to the depths indicated on drawings or as indicated by the Engineer. Except where otherwise indicated on the drawings or directed by the Engineer, it is intended that the trench shall be excavated to such a depth as will allow of a minimum cover of 600mm over the top of the barrel of the pipe when laid. All trenches shall be excavated in open cuttings and for trenching to uPVC piping, shall not be opened too far in advance of pipe laying.



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- b) For the purpose of measurement, the width of trench shall be taken as the nominated width for the particular size of sewer, irrespective of the width of trench the Contractor may choose to excavate.  
Nominated trench width for:

75mm main	0.5m
100mm main	0.6m
150mm main	0.6m
200mm main	0.6m
225mm main	0.6m
250mm main	0.6m
300mm main	0.7m
400mm main	0.8m
500mm main	0.9m
600mm main	1.0m
700mm main	1.1m
800mm main	1.2m

For two or more pipes in the same trench the nominated width shall be the distance between the centres of the outer pipes plus the internal radii of the outer pipes plus 400mm.

- c) Where the trench passes through grassland, arable land or gardens, whether enclosed or otherwise, the turf, if any, shall be carefully pared off and stacked, and the productive soil shall be carefully removed for a width of 600mm greater than the nominated trench width, or equal to the overall width of track of excavating machine, whichever is greater, and laid aside to be subsequently used in reinstating the surface of the ground after the trench has been refilled.
- d) The bottom of the trench shall be properly trimmed off, and all low places or irregularities shall be levelled up with fine material. Where rock or large stones are encountered, they shall be cut down to a depth of at least 100mm below the level at which the bottoms of the barrel of the pipes or flanges are to be laid, and covered to a like depth with fine material, so as to form a fine and even bed for the pipes. The bottom of trenches to accommodate uPVC piping shall be hardened by tamping in gravel or broken stone in all soft spots. The bedding shall consist of soil which can be properly compacted to provide support for the pipe and to comply with Clause 809 b).
- e) Joint holes shall be excavated to suit minimum dimensions as will allow the joints to be well and properly jointed.
- f) The pipe trench shall be kept clear of water at all times as per Clause 321 of this Specification.
- g) The Contractor shall, wherever necessary, by means of timbering or otherwise, support the sides of the trench so as to make them thoroughly secure, and afford adequate support to adjoining roads, land, buildings and property, during the whole time the trench remains open and shall remove such timbering when the trench has been backfilled. The cost of such timbering or other work shall be deemed to be included in the rates for excavation. In case the Contractor is instructed by the Engineer to leave any portion of such timber in position after backfilling the trench, he will be paid for it accordingly.

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- h) The clear width inside the timbering shall be at least 150mm in excess of the external diameter of the pipe being laid, in order to allow it to be freely lowered into position, in the trench without damage to the external protection.
  - i) Should the excavation be taken out to a greater depth than is specified the bottom shall be made good to the correct level with Class 15/20 concrete or other material approved by the Engineer. No payment shall be made for any over excavation carried out by the Contractor nor for the cost of filling up to required levels.
  - j) If a mechanical excavator is used by the Contractor, he shall indemnify the Employer against all claims for damage which in the opinion of the Engineer, may be caused by the use of this plant.
  - k) The Contractor shall fix Sight Rails for use with boning rods at intervals of not more than 30 metres and temporary Bench Marks related to the Survey of Kenya Datum shall be provided at such intervals as directed by the Engineer.

## **708. MAIN LAYING**

- a) Mains shall be laid in straight lines and/or smooth curves as indicated on the drawings. The vertical profile of the pipe shall be to even gradients. Any pipes not so laid shall be removed if so directed by the Engineer, and re-laid in proper manner at the Contractor's expense.  
In laying the pipes and specials care shall be taken not to damage the protective linings and the pipes shall be handled with tackle if so directed by the Engineer.  
The pipes and specials shall be checked for flaws before they are lowered into the trench. After the pipes or specials have been checked they shall be cleaned and set to proper gradient and line so that there is a continuous rise from each washout to air valve.  
When laying uPVC pipes, final connection at any fixed joints shall be deferred until the majority of the pipeline has been covered with backfill.
- b) Large diameter curves to mains shall wherever possible be formed by allowing for deflection at flexible joints, not exceeding 3 degrees, or as specified by the manufacturers.
- c) In jointing of the pipes and specials the Contractor shall comply with the standards adopted for the various types of joints as specified.
- d) In laying pipes and specials with flanged joints, flanges shall be brought together and bolted with the faces absolutely parallel. A rubber jointing gasket ring 3mm thick shall be used in each flange joint and one washer with and not provided for each bolt.  
The bolts shall be tightened up gradually and equally in the customary manner in order to distribute the stress evenly over the flange. If it is found necessary to deviate slightly from the normal run of the flanged piping, the deflection shall be obtained by means of a bevelled gun metal ring washer between the flanges.
- e) The Contractor shall fix the gate valves, air valves and washout pipes all in accordance with the drawings.
- f) The Contractor shall, subject to approval of the Engineer, cut pipes to such lengths as directed. Pipes should be cut off clean and square with the axis. Cuts should be made with an approved cutting device dependant on the type of pipe specified. Ends of pipes should be tapered by means approved by the Engineer if mechanical joints are to be used.

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- g) Equipment for tapping off the mains under pressure may be employed in the making of service or branch connections. The Contractor is required to choose a suitable method for fixing of the ferrule to the type of pipe specified, to the Engineer's approval.

## **709. BACKFILLING OF TRENCH**

- a) When a section of the main has been jointed, the ends shall be temporarily closed with caps, plugs or flanges to prevent ingress of foreign matter into the pipe to the satisfaction of the Engineer. The trench shall be properly backfilled and rammed for its whole length so that the soil cover to the main shall not be less than 600mm except at joint holes which shall be kept clear of all backfilling, if necessary, by the use of timbering, so that each joint is left fully exposed for the Engineer's inspection. Special care shall be exercised when using surround to A.C. and uPVC pipes which shall be free from any stones and well compacted in layers to not less than 100mm above the crown of the pipe.
- b) The Contractor's attention is drawn to the special requirements for bedding and sidefill to uPVC pipes. Clay should not be used. Soils which are of a granular nature and provide adequate support after compaction shall be used. If unavailable from excavated material the Contractor should provide suitable material for which an item in the Bill has been included.
- With flexible pipes it is important that the sidefill should be firmly compacted between the pipe and the soil sides of the trench. The bedding material shall be placed in 75mm layers up to the crown of the pipe with adequate compaction and then to a minimum height of 100mm or two thirds of the pipe diameter. The progress of filling and tamping should proceed equally on either side of the pipe so as to maintain an equal pressure on both sides.
- c) Where a main is laid across a road or is in such a position as to interfere seriously with the normal use of the road, the Contractor may, with the consent of the Engineer and at his own risk, fill such holes as may be necessary. Due consideration is to be given to compaction of section of the trench across the road to prevent undue settlement. In the event of damage at this section the Contractor is required to re-excavate and repair the pipeline all at his own expense.

## **710. ANCHOR BLOCKS AND SUPPORTS**

Concrete Class 15/20 shall be placed in anchor blocks at all changes of direction of the pipeline exceeding 6 degrees and wherever else required to withstand thrust resulting from internal water pressure e.g. at blank ends. Concrete in plinths shall be placed where specified.

## **711. CHAMBERS AND SURFACE BOXES**

Gate valves, air valves and fire hydrants etc. shall be provided with suitable chambers or surface boxes in accordance with detailed drawings. In roads and footpaths the boxes shall have metal covers laid flush with the surface. Indicator posts to suit shall also be provided.

## **712. TESTING**

- a) The Contractor shall test as long a section of main as possible subject to the maximum length of open trench approved by the Engineer. The test shall be carried out within 12 working days of the completion of such section of the main.

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- b) The pipeline shall be adequately anchored during the test at stop ends or valves to prevent movement under the test pressures.
  - c) The test section shall be filled with water and great care should be taken to drive out all air through air valves, ferrules etc. The test pressure is to be at least 1.5 times the nominal working pressure for the class of pipe being tested and is to be applied for at least 2 hours.
  - d) The leakage from the mains and connections from each section tested shall be according to SRN 316, i.e. not exceeding 0.02 litres per millimetre of nominal bore per kilometre of pipeline per 24 hour per bar of applied pressure head.

To determine the rate of leakage, the Contractor shall furnish a suitable hydraulic test pump, pressure gauge, connections and water meter or other appliance, for measuring the amount of water pumped. The pressure shall be raised to the amount required and specified by the Engineer, and shall be so maintained for a period of not less than two hours or whatever longer period as required by the Engineer to examine every joint to satisfy himself that they are sound.

If the leakage is at a greater rate than that specified, the Contractor shall re-excavate the trench where necessary and shall re-make the joints and replace defective work until the leakage shall be reduced to the allowable amount.

- e) The Employer shall charge the Contractor the cost of any couplings required to join up tested lengths of main if, in the Engineer's opinion, greater lengths could reasonably have been tested or if failure under test, requires the pipe to be cut, or other methods of laying should have been adopted.

Water used in testing the main shall be supplied by the Contractor. The Contractor shall carry out all work which may be necessary for making temporary connections to the existing mains to obtain water for testing at his own expense.

In carrying out the test for water tightness the Employer only shall authorize the operation of all valves, but the Contractor shall provide all the necessary labour to assist in the opening and closing of the valves to the Engineer's instructions, and he shall allow in his prices for all his expenses in connection with testing on completion. The Engineer shall be the sole judge of water tightness.

### **713. CLEANING AND STERILISING THE MAIN**

- a) When a pipeline is complete and where applicable, has successfully passed the test, it shall be thoroughly washed out, using if possible, an open end. Thereafter it shall be sterilized by being filled with a suitable solution containing not less than 20 p.p.m. of free available chlorine or such other sterilizing agent as the Engineer shall approve. After standing for 24 hours the main shall again be washed out and refilled with mains water prior to the taking of bacteriological samples. The Contractor shall provide all necessary stop-ends, fittings and chemicals for this work.
- b) Emptying and washing out of the pipes shall be done in such a manner as not to damage the trench or cause undue flooding of the vicinity, and the Contractor shall supply and use piping, specials and/or hose as may be necessary to facilitate the flow of water to the nearest drain or watercourse. Water used for washing out and sterilizing may be supplied by the Employer when a suitable supply is available but all expenses should be payable by the Contractor.

Before any section of the main is put into use, a bacteriological sample or samples will be taken by the Engineer's Representative and only on receipt of a satisfactory certificate from a Medical Research

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Laboratory or similar organisation will the main or section of main be permitted to be put into supply and be considered as having been substantially completed.

Any expenditure involved in providing facilities or materials for the taking of samples shall be included in the Contractor's Bided rates and the Engineer will specify and shall be the sole judge as to the number of samples required and the points at which they are to be taken.

The cost of the bacteriological examination will be borne by the Employer but if the sample or samples are not satisfactory, the cost of any subsequent analysis will be borne by the Contractor.

#### **714. CLEARANCE OF SITE**

The Contractor shall remove all surplus pipes, specials and other fittings from the site as directed by the Engineer. The site of works shall be levelled and all surplus excavation, debris, cut trees or bushes shall be carted to approved tip sites.

#### **715. TESTING OF WATER RETAINING STRUCTURES**

As soon as possible after completion of water retaining structures viz. storage reservoirs etc. they shall be tested for water retention by filling to the normal maximum level with water at a uniform rate of not greater than 2m in 24 hours.

When first filled, the water level should be maintained by adding of further water for a stabilizing period while absorption and antogenous healing take place. This period may be 7 days after which the level of the water surface should be recorded at 24 hour intervals for a test period of 7 days. The structure shall be considered satisfactory if, during this period the total permissible drop in level, after making due allowance for rainfall and evaporation, should not exceed 1/500th of the average water depth of the full tank, 10mm or another specified amount all in accordance with SRN 102. Water used in testing the structures shall be supplied by the Contractor. Sterilization of the structures is to be done as specified by the Engineer and sampling of water carried out similar to Clause 813.

This test shall be carried out before any backfilling has taken place. In the event of any water retaining structures failing to pass the test, the Contractor shall make good and re-test at his own expense.

#### **716. STERILISATION OF WATER RETAINING STRUCTURES**

A strong chlorine solution (about 200 milligrams per litre) shall be sprayed on all interior surfaces of the hydraulic structure. Following this, the structure shall be partially filled with water to a depth of approximately 30 centimetres. During the filling operation, a chlorine water mixture shall be injected by means of a solution feed chlorinating device. The dosage applied to the water shall be sufficient to give a chlorine residual of at least 50 milligrams per litre upon completion of the partial filling operation. Precaution shall be taken to prevent the strong chlorine solution from flowing back into the lines supplying the water. After the partial filling has been completed, sufficient water shall be drained from the lower ends of the appurtenant piping to insure filling the lines with the heavy chlorinated water.

Chlorinated water shall be retained in the hydraulic structure and in the associated piping long enough to destroy all non-spore-forming bacteria and, in any event, for at least 24 hours. After the chlorine-treated water has been retained for the required time, the chlorine residual shall be at least 25 milligrams per litre. All valves shall be operated while the lines are filled with the heavily chlorinated water.

## **SECTION VII- BILLS OF QUANTITIES**

### **1. Objectives**

The objectives of the Bill of Quantities are:

- a) to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and
- b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and contents of the Bill of Quantities should be as simple and brief as possible.

### **2. Day work Schedule**

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Procuring Entity of the realism of rates quoted by the Tenderers, the Day work Schedule should normally comprise the following:

- a) A list of the various classes of labor, materials, and Constructional Plant for which basic day work rates or prices are to be inserted by the Tenderer, together with a statement of the conditions under which the Contractor shall be paid for work executed on a day work basis.
- b) Nominal quantities for each item of day work, to be priced by each Tenderer at day work rates as Tender. The rate to be entered by the Tenderer against each basic day work item should include the Contractor's profit, overheads, supervision, and other charges.

### **3. Provisional Sums**

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Tenderers in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Tenderer to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the tendering document. They should not be included in the final tendering document.

#### **4. The Bills of Quantities**

The Bills of Quantities should be divided generally into the following sections:

- a) Preambles
- b) Preliminary items
- c) Work Items
- c) Day works Schedule;and
- d) Provisional items
- e) Summary.

# **BILL OF QUANTITIES**



PROPOSED IMPROVEMENT OF FALAMA ELWAK WATER SUPPLY PROJECT

GRAND SUMMARY

BILL No.	ITEM DESCRIPTION	AMOUNT INCL. VAT (KSHS.)
1	BILL NO. 1: PRELIMINARIES AND GENERALS	.....
2	BILL NO. 2A: MAIN LINE TO ELEVATED TANK 2	.....
3	BILL NO. 2B: AGARSI QULAI DISTRIBUTION LINES	.....
4	BILL NO. 3: CHLORINE DOSER	.....
5	BILL NO. 4: 1 NO. ELEVATED TANK, CAPACITY 100 M3	.....
6	BILL NO. 5: 2 NO. WATER KIOSKS	.....
7	BILL NO. 6: 100 NEW WATER CONNECTIONS	.....
8	BILL NO. 7: SOLAR PANELS	.....
	<b>TOTALS INCLUSIVE OF 16% VAT</b>	
	<b>PROVISION OF CONTINGENCY FUNDS 5%</b>	
	<b>GRAND TOTAL</b>	

SIGNATURE OF BIDDER: .....

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: .....

COMPANY STAMP: .....

DATE: .....

**TENDER NO.: MCG/MANDWASCO/WSTF/ONT/02/2022-2023****BILL No. 1****PRELIMINARIES AND GENERALS**

ITEM No.	ITEM DESCRIPTION	Unit	Qty	Unit Rate	Total Amount inclusive of VAT (Kshs)
1.1	Allow for mobilization, demobilization and movement of the works site on Completion. Include for all equipment, temporary measures, machines, tools, materials, water and electricity supply etc. all as specified for execution of the Works	Item	L/S		
1.2	Allow for the provision of performance security, Insurance of works and contractors equipments and third party insurance (including Employer's Property) in accordance with the general conditions, Bidding Documents	Item	L/S		
1.3	Allow for sampling and testing of Concrete Works (Trial mixes and tests for main concrete)	Nr	5		
1.4	Provide, fix and maintain project sign board per drawing (including any payments to local authorities) through to end of defects liability period of contract as directed by the project engineer	Nr	2		
1.5	Allow for payment of fees requested by various authorities and agencies including road authorities	Item	L/S		
1.6	Allow for cost relating to compliance to Environmental Social and Management Plan (ESMP) as required by the Governmnet Agencies and prevailing legislation	Item	L/S		
1.7	Allow a PC sum for state security of the equipment, staff and campsite and all in attendance (County, WSP, WSTF staff and any other authorized person monitoring the project)	Month	5	170,000.00	850,000.00
1.8	Add .....percentage for profit, administration, attendance upon, overheads, etc. for Item 1.7 above.	%			
<b>PAGE TOTAL CARRIED TO BILL COLLECTION PAGE</b>					

**TENDER NO.: MCG/MANDWASCO/WSTF/ONT/02/2022-2023**

Collection Sheet 1

**BILL No. 1**

**PRELIMINARIES AND GENERALS**

	Amount incl. VAT Kshs.
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<b>Bill No. 1 Total Inclusive of VAT Carried to Grand Summary Sheet</b>	

**TENDER NO.: MCG/MANDWASCO/WSTF/ONT/02/2022-2023****BILL No. 2A****MAIN LINE TO TANK 2**

ITEM No.	ITEM DESCRIPTION	Unit	Qty	Unit Rate	Total Amount inclusive of VAT (Kshs)
	<b>CLASS A: GENERAL ITEM</b>				
<b>A25</b>	<b>Testing of works</b>				
A25.1	Pressure testing and commissioning for the pipeline, including all necessary equipment, materials and labour for the works e.g. delivery of water for testing, fittings, disposal of used water. Pressure gauge to be calibrated by an accredited body	m	5,200		
A25.2	Disinfection of Pipe lines: flushing with clear water, filling with water containing 0.05 g/l calcium hypochlorite for 24 hours. This includes supply of all necessary equipment, materials, chemicals and water, measurement of residual chlorine, all as specified.	m	5,200		
	<b>CLASS D: DEMOLITION AND SITE CLEARANCE</b>				
D1	General clearance (1.5m wide corridor)	m	5,200		
	<b>Stumps (Provisional)</b>				
	Cut down trees, grub up roots and cart away to tips, Girth shall be measured 1.0 m above the ground level				
D31	Girth: 0.5m - 1.0m	Nr	2		
	<b>CLASS I: PIPE WORK - PIPES</b>				
	<b>Provide and Lay</b>				
	Provide (incl purchase, storage and transportation), lay and joint pipes in trench, include for excavation in normal material, preparation of surfaces, disposal of excavated material, dewatering, shoring sides of excavation and backfilling with suitable selected excavated material				
	<b>Note:-</b> Trench width and minimum cover to pipes is as per the Specification. The cost shall include for strutting, shuttering, stabilizing the earth faces of trenches and keeping the trenches free of water from whatever source by pumping or other means and cost of use of selected soil from the excavated material for compaction in bed and surround to backfilling of trenches, all as specified.				
<b>PAGE TOTAL CARRIED TO BILL COLLECTION PAGE</b>					

**TENDER NO.: MCG/MANDWASCO/WSTF/ONT/02/2022-2023**

**BILL No. 2A**

**MAIN LINE TO TANK 2**

ITEM No.	ITEM DESCRIPTION	Unit	Qty	Unit Rate	Total Amount inclusive of VAT (Kshs)
	<b><u>Provide and Lay 'High Density Polyethelyne ' (HDPE) (Compression fitted)</u></b>				
I712.1	PN10 OD 160mm in trench, depth not exceeding 1.5 m	m	5,200		
	<b>CLASS J: PIPE WORK - FITTINGS AND VALVES</b>				
	<b><u>Provide, Lay and Joint</u></b>				
	<b><u>Bends</u></b>				
	<u>HDPE PN10 Elbows (with Compression Fittings)</u>				
J611.1	90° Elbow on DN 150 Pipelines	Nr	10		
J611.2	45° Elbow on DN 150 Pipelines	Nr	3		
J611.3	22.5° Elbow on DN 150 Pipelines	Nr	3		
	<b><u>Valves</u></b>				
	Supply, handle, deliver to site, fix in place and test inclusive of all fittings as in the Standard drawings (rate to exclude construction of chambers). Valves to BS 5163 and EN 1074 Standards				
	<u>Air-Valves</u>				
	Anti shock anti surge Air Valve with isolating valve				
J861.3	DN 50 Air valve	Nr	5		
	<u>Washout valves</u>				
J811a.1	Washout Valve (50mm opening) on OD160mm pipe	Nr	2		
	<u>Sluice valves</u>				
J811b.1	DN 150 mm	Nr	1		
	<b><u>Water Meters (Zonal Meters:MultiJet bulk cold water meters)</u></b>				
	MultiJet bulk cold water meters. Water meters to be as specified in Clause 404.10 of the specifications.Meters to meet WASPA technical guidelines and not less than R160. All meters to be installed with an approved strainer				
	Supply, handle, deliver to site, fix in place. Rate to include all jointing materials, connection fittings to the existing Upvc pipelines; and associated works at instructed installation locations.				
J892.1	DN 150 mm	Nr	1		
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**TENDER NO.: MCG/MANDWASCO/WSTF/ONT/02/2022-2023**

**BILL No. 2A**

**MAIN LINE TO TANK 2**

ITEM No.	ITEM DESCRIPTION	Unit	Qty	Unit Rate	Total Amount inclusive of VAT (Kshs)
	<b>Flexible couplings</b> (HDPE Compression fittings)				
J641.1	DN 150 mm	Nr	1		
	<b>Galvanised iron pipes Pieces</b>				
	Supply, handle, deliver to site, fix in place and test inclusive of all steel pipes PN 10 to be used in valve chambers				
J652.1	DN 150 mm - Threaded on one side, 1 m long	Nr	2		
	<b>ANCILLARY WORKS</b>				
	Chambers, ducts, culverts, crossings, thrust and anchor blocks, reinstatement and others as listed and specified in drawings.				
	<b>Note:-</b> Items for work in this class shall include:- - Excavation, preparation of surfaces, disposal of excavated material, shoring sides of excavation, backfilling and removal of redundant services. - Concrete, reinforcement, formwork, joints and finishes. - Tips for disposal of excavated material or debris to be identified by the Contractor in liaison with the Local Authority. - Approved padlocks for all chamber covers				
	<b>In Situ Chambers</b>				
	Provide all materials and construct <b>CONTROL VALVE</b> and <b>WATER METER</b> chambers internal dimensions 1000mm x 1000mm. Include for supply and fixing of 600mm x 600mm lockable cover and step irons, as detailed in drawing				
K211.1	Depth: not exceeding 2 m	Nr	1		
	Provide all materials and construct <b>WASHOUT</b> chambers internal dimensions 1000mm x 1000mm. Include for supply and fixing of 600mm x 600mm lockable concrete cover and step irons, as detailed in drawing				
K211.2	Depth: not exceeding 2 m	Nr	2		
	Ditto but for <b>AIR VALVE</b> chambers internal dimensions 1000mm x 1000mm.				
K211.3	Depth: not exceeding 2 m	Nr	5		
<b>PAGE TOTAL CARRIED TO BILL COLLECTION PAGE</b>					

**TENDER NO.: MCG/MANDWASCO/WSTF/ONT/02/2022-2023**

**BILL No. 2A**

**MAIN LINE TO TANK 2**

ITEM No.	ITEM DESCRIPTION	Unit	Qty	Unit Rate	Total Amount inclusive of VAT (Kshs)
	<b>Road Crossings</b>				
	Extra-overs for normal pipe laying for road crossing works: to include breaking up and permanent reinstatement of roads and provision and laying of GI sleeves (n.e 150mm) for road crossings as directed by the Engineer				
K711	Pipe bore: n.e. 75 mm on gravel road	m	7		
	<b>Marker Posts</b>				
	Provide RC standard marker posts for:				
K82.1	Air Valves inscribe AV	Nr	5		
K82.2	Washouts, inscribe WO	Nr	2		
K82.3	Sluice Valves, inscribe SV	Nr	1		
K82.4	Pipeline , inscribed "MAJI" and Diameter of the Pipeline	Nr	20		
	<b>CLASS L:- PIPEWORK - SUPPORTS AND PROTECTION, ANCILLARIES TO LAYING AND EXCAVATION</b>				
	<b>Extras to Excavation and Backfilling (Provisional)</b>				
L111	Excavation in pipeline trench for rock	m <sup>3</sup>	624		
	<b>Note:-</b> Blasting is NOT permitted for Item L111				
	<b>Imported Selected Fill (Provisional)</b>				
	Provide, transport to site and place imported granular material and compact in bed (100 mm thick) and surround to pipes (200 mm thick) as directed/approved by Engineer				
L321	Bed to pipes nominal bore: 50-75 mm	m	2,080		
L511	Surround To pipes nominal bore: 50-75 mm	m	2,080		
<b>PAGE TOTAL CARRIED TO BILL COLLECTION PAGE</b>					

**BILL No. 2A**

**MAIN LINE TO TANK 2**

	<b>Amount incl. VAT Kshs.</b>
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Page Total, Page 4 of 4	.....
<b>Bill No. 2A Total Inclusive of VAT Carried to Grand Summary Sheet</b>	



**TENDER NO.: MCG/MANDWASCO/WSTF/ONT/02/2022-2023****BILL No. 2B****AGARSI QULAI DISTRIBUTION LINES**

ITEM No.	ITEM DESCRIPTION	Unit	Qty	Unit Rate	Total Amount inclusive of VAT (Kshs)
	<b><u>CLASS A: GENERAL ITEM</u></b>				
<b>A25</b>	<b><u>Testing of works</u></b>				
A25.1	Pressure testing and commissioning for the pipeline, including all necessary equipment, materials and labour for the works e.g. delivery of water for testing, fittings, disposal of used water. Pressure gauge to be calibrated by an accredited body	m	10,770		
A25.2	Disinfection of Pipe lines: flushing with clear water, filling with water containing 0.05 g/l calcium hypochlorite for 24 hours. This includes supply of all necessary equipment, materials, chemicals and water, measurement of residual chlorine, all as specified.	m	10,770		
	<b><u>CLASS D: DEMOLITION AND SITE CLEARANCE</u></b>				
D1	General clearance (1.5m wide corridor)	m	10,770		
	<b><u>Stumps (Provisional)</u></b>				
	Cut down trees, grub up roots and cart away to tips, Girth shall be measured 1.0 m above the ground level				
D31	Girth: 0.5m - 1.0m	Nr	2		
	<b><u>CLASS I: PIPE WORK - PIPES</u></b>				
	<b><u>Provide and Lay</u></b>				
	Provide (incl purchase, storage and transportation), lay and joint pipes in trench, include for excavation in normal material, preparation of surfaces, disposal of excavated material, dewatering, shoring sides of excavation and backfilling with suitable selected excavated material				
	<b>Note:-</b> Trench width and minimum cover to pipes is as per the Specification. The cost shall include for strutting, shuttering, stabilizing the earth faces of trenches and keeping the trenches free of water from whatever source by pumping or other means and cost of use of selected soil from the excavated material for compaction in bed and surround to backfilling of trenches, all as specified.				
<b>PAGE TOTAL CARRIED TO BILL COLLECTION PAGE</b>					

**TENDER NO.: MCG/MANDWASCO/WSTF/ONT/02/2022-2023**

**BILL No. 2B**

**AGARSI QULAI DISTRIBUTION LINES**

ITEM No.	ITEM DESCRIPTION	Unit	Qty	Unit Rate	Total Amount inclusive of VAT (Kshs)
	<b><u>Provide and Lay 'High Density Polyethelyne ' (HDPE) (Compression fitted)</u></b>				
I712.1	PN10 OD 63mm in trench, depth not exceeding 1.5 m	m	2,830		
I713.1	PN10 OD 75mm in trench, depth not exceeding 1.5 m	m	1,860		
I712.2	PN10 OD 90mm in trench, depth not exceeding 1.5 m	m	3,120		
I712.2	PN10 OD 110mm in trench, depth not exceeding 1.5 m	m	2,960		
	<b>CLASS J: PIPE WORK - FITTINGS AND VALVES</b>				
	<b><u>Provide, Lay and Joint</u></b>				
	<b><u>HDPE PN10 Elbows (with Compression Fittings)</u></b>				
J611.1	90° Elbow on OD 63 Pipelines	Nr	3		
J611.1	45° Elbow on OD 63 Pipelines	Nr	2		
J611.1	22.5° Elbow on 63 Pipelines	Nr	2		
J611.1	90° Elbow on OD 75 Pipelines	Nr	2		
J611.1	45° Elbow on OD 75 Pipelines	Nr	3		
J611.1	22.5° Elbow on OD 75 Pipelines	Nr	3		
J611.1	90° Elbow on OD 90 Pipelines	Nr	7		
J611.1	45° Elbow on OD 90 Pipelines	Nr	3		
J611.1	22.5° Elbow on OD 90 Pipelines	Nr	2		
J611.1	90° Elbow on OD 110 Pipelines	Nr	10		
J611.1	45° Elbow on OD 110 Pipelines	Nr	1		
J611.1	22.5° Elbow on OD 110 Pipelines	Nr	3		
	<b><u>Valves</u></b>				
	Supply, handle, deliver to site, fix in place and test inclusive of all fittings as in the Standard drawings (rate to exclude construction of chambers). Valves to BS 5163 and EN 1074 Standards				
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ITEM No.	ITEM DESCRIPTION	Unit	Qty	Unit Rate	Total Amount inclusive of VAT (Kshs)
	<u>Air-Valves</u>				
	Anti shock anti surge Air Valve with isolating valve				
J861.1	DN 50 Single orifice on OD 63 mm pipeline	Nr	1		
J861.2	DN 50 Single orifice on OD 90 mm pipeline	Nr	5		
J861.3	DN 50 Single orifice on OD 110 mm pipeline	Nr	4		
	<u>Washout valves</u>				
J811a.1	Washout Valve (50mm opening) on OD63mm pipe	Nr	3		
J811a.1	Washout Valve (50mm opening) on OD75mm pipe	Nr	1		
J811a.1	Washout Valve (50mm opening) on OD90mm pipe	Nr	2		
J811a.1	Washout Valve (50mm opening) on OD110mm pipe	Nr	1		
	<u>Sluice valves</u>				
J811b.1	DN 50 mm	Nr	3		
J811b.1	DN 63 mm	Nr	2		
J811b.1	DN 75mm	Nr	1		
	<b><u>Water Meters (Zonal Meters:MultiJet bulk cold water meters)</u></b>				
	MultiJet bulk cold water meters. Water meters to be as specified in Clause 404.10 of the specifications.Meters to meet WASPA technical guidelines and not less than R160. All meters to be installed with an approved strainer				
	Supply, handle, deliver to site, fix in place. Rate to include all jointing materials, connection fittings to the existing Upvc pipelines; and associated works at instructed installation locations.				
J892.3	DN 110 mm	Nr	1		
	<b><u>Galvanised iron pipes Pieces</u></b>				
	Supply, handle, deliver to site, fix in place and test inclusive of all steel pipes PN 10 to be used in valve chambers				
J652.1	DN 50 mm - Threaded on one side, 1 m long	Nr	2		
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**AGARSI QULAI DISTRIBUTION LINES**

ITEM No.	ITEM DESCRIPTION	Unit	Qty	Unit Rate	Total Amount inclusive of VAT (Kshs)
J652.2	DN 75 mm - Plain Ended, 1 m long	Nr	2		
J652.3	DN 90 mm - Plain Ended, 1 m long	Nr	2		
	<b>ANCILLARY WORKS</b>				
	Chambers, ducts, culverts, crossings, thrust and anchor blocks, reinstatement and others as listed and specified in drawings.				
	<b>Note:-</b> Items for work in this class shall include:- - Excavation, preparation of surfaces, disposal of excavated material, shoring sides of excavation, backfilling and removal of redundant services. - Concrete, reinforcement, formwork, joints and finishes. - Tips for disposal of excavated material or debris to be identified by the Contractor in liaison with the Local Authority. - Approved padlocks for all chamber covers				
	<b>In Situ Chambers</b>				
	Provide all materials and construct <b>CONTROL VALVE</b> and <b>WATER METER</b> chambers internal dimensions 1000mm x 1000mm. Include for supply and fixing of 600mm x 600mm lockable cover and step irons, as detailed in drawing				
K211.1	Depth: not exceeding 2 m	Nr	6		
	Provide all materials and construct <b>WASHOUT</b> chambers internal dimensions 1000mm x 1000mm. Include for supply and fixing of 600mm x 600mm lockable concrete cover and step irons, as detailed in drawing				
K211.2	Depth: not exceeding 2 m	Nr	7		
	Provide all materials and construct <b>AIR VALVE</b> chambers internal dimensions 1000mm x 1000mm. Include for supply and fixing of 600mm x 600mm lockable concrete cover and step irons, as detailed in drawing				
K211.3	Depth: not exceeding 2 m	Nr	10		

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**BILL No. 2B**

**AGARSI QULAI DISTRIBUTION LINES**

ITEM No.	ITEM DESCRIPTION	Unit	Qty	Unit Rate	Total Amount inclusive of VAT (Kshs)
	Extra-overs for normal pipe laying for road crossing works: to include breaking up and permanent reinstatement of roads and provision and laying of GI sleeves (n.e 150mm) for road crossings as directed by the Engineer				
K711	Pipe bore: n.e. 75 mm on gravel road	m	15		
	<b>Others</b>				
	<u>Reinstatement of land</u>				
7K542	Pipe bore: not exceeding 300 mm	m	15		
	<b>Marker Posts</b>				
	<u>Provide RC standard marker posts for:</u>				
K82.1	Air Valves inscribe AV	Nr	10		
K82.2	Washouts, inscribe WO	Nr	7		
K82.3	Sluice Valves, inscribe SV	Nr	6		
K82.4	Pipeline , inscribed "MAJ" and Diameter of the Pipeline	Nr	43		
	<b>CLASS L:- PIPEWORK - SUPPORTS AND PROTECTION, ANCILLARIES TO LAYING AND EXCAVATION</b>				
	<b>Extras to Excavation and Backfilling (Provisional)</b>				
L111	Excavation in pipeline trench for rock	m³	1,292		
	<b>Note:-</b> Blasting is NOT permitted for Item L111				
	<b>Imported Selected Fill (Provisional)</b>				
	Provide, transport to site and place imported granular material and compact in bed (100 mm thick) and surround to pipes (200 mm thick) as directed/approved by Engineer				
L321	Bed to pipes nominal bore: 50-75 mm	m	4,310		
L511	Surround To pipes nominal bore: 50-75 mm	m	4,310		
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**BILL No. 2B**

**AGARSI QULAI DISTRIBUTION LINES**

<b>ITEM No.</b>	<b>ITEM DESCRIPTION</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Rate</b>	<b>Total Amount inclusive of VAT (Kshs)</b>
	<b>Concrete Support, Thrust Blocks and Anchor Blocks</b>				
	<u>Anchor/Thrust blocks (as per Standard drawings)</u> <u>Volume n.e. 0.1 m3</u>				
L711.1	To tees	Nr	13		
L711.2	To valves	Nr	15		
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**BILL No. 2B**

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**TENDER NO.: MCG/MANDWASCO/WSTF/ONT/02/2022-2023**

Collection Sheet 3

**BILL No. 3**

**CHLORINE DOSING SYSTEM**

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**TENDER NO.: MCG/MANDWASCO/WSTF/ONT/02/2022-2023****BILL No. 4****1 NO. ELEVATED TANK, CAPACITY 100 M3**

ITEM No.	ITEM DESCRIPTION	Unit	Qty	Unit Rate	Total Amount inclusive of VAT (Kshs)
<b>1</b>	<b>ELEVATED BACKWASH TANK &amp; TOWER</b>				
1.1	Supply and Transport to Site Pressed Steel Galvanised Steel Tank with Cover, minimum Net Storage Capacity 100m <sup>3</sup> (size 6.1m x 4.88m x 3.66m) in accordance with Approved Specifications on and including 10m high galvanised steel U.B and U.C. section tower, including provision of Connections, Vents Base, Plates, Ladder and Platform on all 4 sides, etc. Note: Contractor to submit to the Engineer for approval, detailed design calculations and workshop drawings of all steel work from an approved and reputable Structural Steel Fabricator prior to fabrication and delivery of tank and tower.	Item	L.S		
1.2	Allow for the erection of Tank and Tower and all Assembling, Casting of foundation, Water Proofing, Welding, Drilling Holes, Cleats Bolts and Nuts, Cutting , Fixing Clamps, Ladder, Platform, Paint and all other associated works, all in accordance with Specifications. Contractors rate to include construction of appropriate foundations for the tank.	Item	L.S		
1.3	Allow for testing, cleansing and sterilising of the Tank and Pipework as specified.	Item	L.S		
	<b>Class I: Plumbing Works</b>				
I411.1	Supply and joint 150 mm dia. steel pipes including all bends, adoptors and jointing materials for the inlet to the tank.	m	15		
I411.2	Supply and joint 300 mm dia. steel pipes including all bends, adoptors and jointing materials for the Outlet to the tank.	m	12		
I411.3	Supply and joint 150mm dia. steel pipes including all bends, adoptors and jointing materials for the overflow and washout to the tank.	m	15		
I411.4	Supply and joint including all jointing materials 150 mm dia. Sluice valve for inlet.	Nr	1		
I411.5	Supply and joint including all jointing materials 300 mm Sluice valve for Outlet.	Nr	1		
I411.6	Supply and joint including all jointing materials 150mm dia. Sluice valve for Washout.	Nr	1		
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**TENDER NO.: MCG/MANDWASCO/WSTF/ONT/02/2022-2023**

**BILL No. 4**

**1 NO. ELEVATED TANK, CAPACITY 100 M3**

ITEM No.	ITEM DESCRIPTION	Unit	Qty	Unit Rate	Total Amount inclusive of VAT (Kshs)
	<b>Class V: Painting</b>				
V811	Supply and apply two coats of black bituminous paint to the inside of the tank.	m <sup>2</sup>	100		
V111.1	Supply and apply two coats of silver aluminium paint to the outside of the tank	m <sup>2</sup>	100		
V111.2	Supply and apply two coats of silver aluminium paint to the tank tower, platform, pipes and cage ladder.	Item	L/S		
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**TENDER NO.: MCG/MANDWASCO/WSTF/ONT/02/2022-2023**

Collection Sheet 4

**BILL No. 4**

**1 NO. ELEVATED TANK, CAPACITY 100 M3**

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**TENDER NO.: MCG/MANDWASCO/WSTF/ONT/02/2022-2023****BILL No. 5****CLOSED WATER KIOSKS - INSITU (2000mm x 2000mm)**

<b>ITEM No.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>RATE Kshs</b>	<b>AMOUNT incl. VAT Kshs</b>
<b>A</b>	<b>SUBSTRUCTURE.</b>				
<b>1.0</b>	<b>Excavations (All Provisional)</b>				
1.1	Clear area of new construction of all undergrowth, small bushes, grab up all trees	m <sup>2</sup>	15		
1.2	Excavate oversite to remove vegetable soil, load and cart away from site to contractor's dumping area as directed; Average 200 mm depth	m <sup>2</sup>	16		
1.3	Excavate for strip foundation trenches commencing from stripped level: not exceeding 1.5 m deep	m <sup>3</sup>	5		
1.4	Excavate for column bases commencing from stripped level: not exceeding 1.5 m deep	m <sup>3</sup>	2		
1.5	Extra over all excavations for excavating in rock class II and III as described in the specification	m <sup>3</sup>	3		
1.6	Return, fill and ram selected soil in foundations; well compacted in layers not exceeding 150 mm thick	m <sup>3</sup>	3		
1.7	Remove surplus soil from site to a place approved by local authority	m <sup>3</sup>	4		
1.8	Allow for upholding and supporting sides of excavations including all plunking and strutting	item	1		
1.9	Allow for keeping excavations free of water including any necessary pumping	Item	1		
<b>2.0</b>	<b>Foundation structures</b>				
<b>2.1</b>	<b>Mass concrete mix (1:3:6):in</b>				
2.1.1	50 mm Thick blinding under strip foundation	m <sup>2</sup>	5		
2.1.2	50 mm Thick blinding under column bases	m <sup>2</sup>	3		
<b>2.2</b>	<b>Vibrated reinforced insitu concrete class 25/20; with minimum cube crushing strength of 25N/mm<sup>2</sup> at 28 days;</b>				
2.2.1	Strip foundation	m <sup>3</sup>	1		
2.2.2	Column bases	m <sup>3</sup>	0.8		
2.2.3	Column starters	m <sup>3</sup>	0.2		
<b>PAGE TOTAL CARRIED TO BILL COLLECTION PAGE</b>					

**TENDER NO.: MCG/MANDWASCO/WSTF/ONT/02/2022-2023****BILL No. 5****CLOSED WATER KIOSKS - INSITU (2000mm x 2000mm)**

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE Kshs	AMOUNT incl. VAT Kshs
2.2.4	100 mm Thick ground floor slab	m <sup>3</sup>	0.8		
<b>2.3</b>	<b>Mesh Fabric Reinforcement</b>				
2.3.1	Mesh reinforcement No. A142 size 200 x 200 mm weighing 2.22 kg per square meter: in floor slab: including all necessary supports	m <sup>2</sup>	8		
<b>2.4</b>	<b>High Yield Tensile Reinforcements</b>				
	Fix High Yield Tensile Reinforcements including cutting, bending, hoisting, tying wire, spacing blocks and supporting in all positions				
2.4.1	8 - 12 mm Bars	KG	100		
<b>2.5</b>	<b>Sawn formwork: to</b>				
2.5.1	Sides of Strip footing	m	20		
2.5.2	Sides of column bases	m <sup>2</sup>	2		
2.5.3	Sides of column starters	m <sup>2</sup>	2		
2.5.4	Edges: slabs 75 - 150 mm girth	m	16		
<b>3.0</b>	<b>Substructure Walling and Filling</b>				
	Natural stone walling bedded in cement and sand mortar (1:4) with minimum stone crushing strength of 10N/mm <sup>2</sup> ; including 20mm wide hoop iron at every course				
3.1	200 mm Thick foundation walling stone to approval	m <sup>2</sup>	8		
<b>3.2</b>	<b>Hardcore</b>				
3.2.1	300 mm tick hardcore of approved inert material: well watered and compacted in 150 mm thick (maximum) layers	m <sup>2</sup>	8		
3.2.2	50 mm Thick approved quality murrum blinding to surfaces of hardcore	m <sup>2</sup>	8		
<b>3.3</b>	<b>Anti-termite treatment</b>				
3.3.1	Termidor 25EC anti-termite chemical treatment: applied by approved professional pest control specialist: applied strictly in accordance with the manufacturer's instructions: 10 year guarantee	m <sup>2</sup>	8		
<b>3.4</b>	<b>Damp Proof Membrane</b>				
3.4.1	Gauge 1000 polythene damp proof membrane	m <sup>2</sup>	8		
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**BILL No. 5**

**CLOSED WATER KIOSKS - INSITU (2000mm x 2000mm)**

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE Kshs	AMOUNT incl. VAT Kshs
<b>B</b>	<b>SUPERSTRUCTURE WORKS</b>				
<b>4.0</b>	<b>Reinforced Concrete Works</b>				
<b>4.1</b>	<b>Sawn formwork: to</b>				
4.1.1	Sides and soffits: beams and lintols	m <sup>2</sup>	6		
4.1.2	Sides of columns	m <sup>2</sup>	8		
4.1.3	Soffits of horizontal Suspended slab	m <sup>2</sup>	10		
4.1.4	props to the under side of beam	No	10		
<b>4.2</b>	<b>Supply and fix steel bar in structural concrete work including all cutting, bending, hoisting, tying wire, spacing blocks and supporting all in position as necessary, assorted</b>				
4.2.1	8 - 12 mm Bars	KG	85		
<b>4.3</b>	<b>Vibrated reinforced insitu concrete class 25/20; with minimum cube crushing strength of 25N/mm<sup>2</sup> at 28 days; in</b>				
4.3.1	Ring beams and lintols	m <sup>3</sup>	5		
4.3.2	Columns	m <sup>3</sup>	0.5		
4.3.3	150mm thick horizontal suspended slab	m <sup>3</sup>	1		
<b>C</b>	<b>WALLINGS</b>				
<b>5.0</b>	<b>External walls</b>				
<b>5.1</b>	<b>Machine dressed natural stone walling bedded in cement and sand mortar (1:3) with minimum stone crushing strength of 7N/mm<sup>2</sup>; including 20mm wide hoop iron at every course</b>				
5.1.1	200 mm Thick	m <sup>2</sup>	16		
<b>5.2</b>	<b>Damp proof course - Bituminous hessian base to BS 743 type A: or other equal approved damp-proof course: in cement/ sand (1:3) mortar</b>				
5.2.1	200 mm wide	m	8		
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ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE Kshs	AMOUNT incl. VAT Kshs
<b>D</b>	<b>ROOFING</b>				
<b>6.0</b>	<b>Structural Timber</b>				
<b>6.1</b>	<b>Sawn cypress first grade; pressure impregnated; thoroughly seasoned and treated with anti-termite; and other jointing accessories to structural engineer's details; timber to meet the following minimum strength criteria, bending 5N/mm<sup>2</sup>, tension 3N/mm<sup>2</sup> and compression 6N/mm<sup>2</sup></b>				
6.1.1	50 x 50 x 3mm thick steel stanchion fixed to the reinforced concrete column to approval	m	10		
6.1.2	75 x 50 mm timber rafter fixed to the steel stanchions	m	12		
6.1.3	20 x 50 mm timber batten fixed to the rafter to approval	m	9		
6.1.4	Nails	KG	2		
6.1.5	MRM box profile sheets available in white and clear; 12,000mm length x 810mm width.	LM	16		
<b>E</b>	<b>FIXTURES</b>				
<b>7.0</b>	<b>Fittings</b>				
<b>7.1</b>	<b>Door</b>				
7.1.1	Steel door to detail	No.	1		
<b>7.2</b>	<b>Window</b>				
7.2.1	Steel Bay window to details as per Architectural drawings	No.	1		
<b>7.3</b>	<b>Shelves</b>				
7.3.1	Timber shelves fix to the wall to details	Item	1		
<b>7.4</b>	<b>Counters</b>				
7.4.1	Concrete counter at the bay window	Item	1		
<b>F</b>	<b>FINISHES</b>				
<b>8.0</b>	<b>Floor Finish</b>				
<b>8.1</b>	<b>Screed: cement and sand (1:4) on concrete: wood floated finished</b>				
8.1.1	25 mm Thick floor finish with red oxide inside the water kiosk	m <sup>2</sup>	4		
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ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE Kshs	AMOUNT incl. VAT Kshs
<b>8.2</b>	<b>Non-slip floor finish</b>				
8.2.1	25mm thick rough cast floor finish at the fetching area	m <sup>2</sup>	4		
<b>8.3</b>	<b>Internal wall finishes - Plaster: 12 mm cement/lime putty/sand: steel trowelled: on masonry or concrete: to</b>				
8.3.1	Walls and concrete surfaces	m <sup>2</sup>	18		
8.3.2	soffits of suspended concrete slab	m <sup>2</sup>	5		
8.3.3	Top of suspended slab with drainage grooves as per the technical drawings	m <sup>2</sup>	5		
<b>8.4</b>	<b>Prepare surfaces: apply three coats of approved vinyl emulsion paint: on steel trowelled plaster: to</b>				
8.4.1	Walls and concrete surfaces internally	m <sup>2</sup>	23		
<b>8.5</b>	<b>External wall finishes - External cement and sand(1:3) plaster: steel trowelled: on masonry or concrete: to</b>				
8.5.1	concrete columns and beam	m <sup>2</sup>	8		
8.5.2	Keys to external wall	m <sup>2</sup>	16		
8.5.3	Apply 2 coats of approved emulsion paint to the door and window	Item	1		
<b>F</b>	<b>PLUMBING WORKS</b>				
<b>9.0</b>	<b>Pipes and Fittings</b>				
<b>9.1</b>	<b>Supply and fix steel all plumbing materials as per the mechanical drawing</b>				
9.1.1	Pipe 25mm diameter PPR (3m lengths)	No.	3		
9.1.2	Gate valve 25mm dia. (Pegler)	No.	2		
9.1.3	Water meter 25mm diameter	No.	1		
9.1.4	Heavy duty taps 25mm diameter	No.	2		
9.1.5	Non-return valve 25mm diameter	No.	1		
9.1.6	Union 25mm diameter	No.	3		
9.1.7	Nipple 25mm diameter	No.	11		
9.1.8	Equal tee 25 mm diameter	No.	4		
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ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE Kshs	AMOUNT incl. VAT Kshs
9.1.9	Elbows 25 mm diameter	No.	3		
9.1.10	Bend 25 mm diameter	No.	3		
9.1.11	Long threaded nipple 25 mm diameter	No.	2		
9.1.12	Black nut 25 mm diameter	No.	4		
9.1.13	Boss white 400g	No.	3		
9.1.14	Hemp thread	m	2		
<b>9.2</b>	<b>Storage Tank</b>				
9.2.1	Kentainer tank, 5000 liters or equivalent	No.	1		
9.2.2	Ball valve 25mm diameter	No.	1		
9.2.3	Metal platform to receive the tank to detail	No.	1		
<b>9.3</b>	<b>Soak pit</b>				
9.3.1	Soak pit internal size 1800mm diameter x 15,000 mm deep (average) to water level : filled with boulders as per engineers instructions : 1000 gauge polythene sheet on top end of boulders covered with 300mm layer of murrum : 200mm thick coral block lining: 150mm vibrated reinforced concrete (Class	No	1		
<b>10</b>	<b>Miscellaneous Works</b>				
10.1	Provide all materials and connect the closed insitu water kiosk internal dimensions 2000mm x 2000mm to the proposed Water Distribution Network. All as directed by the Engineer	ITEM	L/S		
<b>PAGE TOTAL CARRIED TO BILL COLLECTION PAGE</b>					

**BILL No. 5**

**CLOSED WATER KIOSKS - INSITU (2000mm x 2000mm)**

	<b>Amount incl. VAT Kshs.</b>
Page Total, Page 1 of 6	.....
Page Total, Page 2 of 6	.....
Page Total, Page 3 of 6	.....
Page Total, Page 4 of 6	.....
Page Total, Page 5 of 6	.....
Page Total, Page 6 of 6	.....
<b>Bill No. 5 Total Inclusive for 1 No. Closed Water Kiosk</b>	
<b>Bill No. 5 Total Inclusive for 2 No. Closed Water Kiosks</b>	

**TENDER NO.: MCG/MANDWASCO/WSTF/ONT/02/2022-2023**

**BILL No. 6**

**PROVISION OF INDIVIDUAL CONNECTIONS**

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE Kshs	AMOUNT incl. VAT Kshs
	<b>SUPPLY AND INSTALLATION OF INDIVIDUAL TEE CONNECTIONS</b>				
	<b>CLASS J: PIPE WORK - FITTINGS</b>				
	Provide and Install a saddle clamp with the required off-take facing up, include a HDPE pipe to just above ground and plug it for future connection. These should be done after the new pipelines pass pressure testing.				
	<b>Saddle Clamp</b>				
K1	PE100 OD 90mm x OD 32mm. (Along Agarsi Qulai Distribution Lines )	Nr.	100		
	<b>Supply, handle, deliver to site, fix in place the Galvanised Iron (GI) pipes, Class B</b>				
K2	DN 25 mm - threaded both sides (1m long) (Rate to include capping at the exposed end)	Nr.	100		
K3	DN 25 water meters	Nr	100		
<b>PAGE TOTAL CARRIED TO BILL COLLECTION PAGE</b>					

**BILL No. 6**

**PROVISION OF INDIVIDUAL CONNECTIONS**

	Amount incl. VAT Kshs.
Page Total, Page 1 of 1	.....
<b>Bill No. 6 Total Inclusive of VAT Carried to Grand Summary Sheet</b>	

**TENDER NO.: MCG/MANDWASCO/WSTF/ONT/02/2022-2023****BILL No. 7****PROVISION OF INDIVIDUAL CONNECTIONS**

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE Kshs	AMOUNT incl. VAT Kshs
	<b><u>Pumping Unit</u></b>				
X91	Supply, Install, test and commission 5.5kW motors for the pumps at Falama and the pump at Bore Hole 11. Contractors rate to include removal and transportation of existing motors to ELWASCO's Camp, couplings to fit new motors, fabrication on site etc.	Nr	2		
	<b><u>Solar Unit</u></b>				
	Supply, deliver to site, Install, test and commission;				
X92.1	Provide 335W PV poli-crystalline solar panels to power 6 No. 7.5kW borehole pumps(354 panels),and 2No. 5.5kW rated pump motors at Falama(44 panels) and Borehole 11 (44 panels) as approved by Engineer. The power generated must have a minimum safety factor of 40%(attach catalogue)	Nr	442		
X92.3	Provide and install Solar hybrid Controller for the boreholes at Falama, surface pump at Falama and surface pump at Borehole 11 with grid intergration as approved by the Engineer. (attach catalogue)	Nr	3		
X92.3	PV Disconnect switch, 1000V, 40A	Nr	3		
X92.4	(M/S solar panels support structure)Module support structure for mounting the solar panels to be designed and fabricated by the contractor as approved by the Engineer	Nr	4		
X92.5	Electrical cable (6mm / 3 core) of sufficient size to connect the PV modules from roof top to the inverter	M	100		
X92.6	(Electrical Sundries)Electrical materials and accessories needed to complete installation works (cable glands, cables lags, cable ties, Lightning arrestor, other necessary cables and materials) for the three sites	Nr	3		
X92.7	Installation of Accessories & Testing Cost	Nr	4		
X92.8	Install Lightning Protection System (LPS) to BS 6651 on the solar module structure for the three sites	Nr	4		
<b>PAGE TOTAL CARRIED TO BILL COLLECTION PAGE</b>					

**BILL No. 6**

**PROVISION OF INDIVIDUAL CONNECTIONS**

	Amount incl. VAT Kshs.
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<b>Bill No. 7 Total Inclusive of VAT Carried to Grand Summary Sheet</b>	

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**PART III - CONDITIONS OF CONTRACT  
AND CONTRACT FORMS**

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## SECTION VIII - GENERAL CONDITIONS OF CONTRACT

These General Conditions of Contract (GCC), read in conjunction with the Special Conditions of Contract (SCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

### General Conditions of Contract

#### A. General

##### 1. Definitions

1.1 Bold face type is used to identify defined terms.

- a) **The Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- b) **The Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- c) **The Adjudicator** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- e) **Compensation Events** are those defined in GCC Clause 42 hereunder.
- f) **The Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- g) **The Contract** is the Contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- h) **The Contractor** is the party whose Bid to carry out the Works has been accepted by the Procuring Entity.
- i) **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Procuring Entity.
- j) **The Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- k) **Days** are calendar days; months are calendar months.
- l) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- m) **A Defect** is any part of the Works not completed in accordance with the Contract.
- n) **The Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- o) **The Defects Liability Period** is the period **named in the SCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
- p) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- q) **The Procuring Entity** is the party who employs the Contractor to carry out the Works, **as specified in the SCC**, who is also the Procuring Entity.
- r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

- s) **“In writing” or “written”** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- t) The Initial Contract Price is the Contract Price listed in the Procuring Entity's Letter of Acceptance.
- u) **The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- v) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- w) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- x) **The Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- y) **SCC** means Special Conditions of Contract.
- z) **The Site** is the area of the works as **defined as such in the SCC**.
- aa) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- bb) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- cc) **The Start Date** is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- dd) **A Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- ee) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- ff) **A Variation** is an instruction given by the Project Manager which varies the Works.
- gg) **The Works** are what the Contract requires the Contractor to construct, install, and turn over to the Procuring Entity, **as defined in the SCC**.

## 2 Interpretation

- 21 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 22 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 23 The documents forming the Contract shall be interpreted in the following order of priority:
  - a) Agreement,
  - b) Letter of Acceptance,
  - c) Contractor's Bid,
  - d) Special Conditions of Contract,
  - e) General Conditions of Contract, including Appendices,
  - f) Specifications,
  - g) Drawings,
  - h) Bill of Quantities<sup>6</sup>, and
  - i) any other document **listed in the SCC** as forming part of the Contract.

<sup>6</sup>*In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”*

### **3 Language and Law**

- 3.1 The language of the Contract is English Language and the law governing the Contract are the Laws of Kenya.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Procuring Entity's Country when
  - a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
  - b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

### **4 Project Manager's Decisions**

- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.

### **5 Delegation**

- 5.1 Otherwise **specified in the SCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

### **6 Communications**

- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

### **7 Subcontracting**

- 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Procuring Entity in writing. Subcontracting shall not alter the Contractor's obligations.

### **8 Other Contractors**

- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the Schedule of Other Contractors, as **referred to in the SCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Procuring Entity may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

### **9 Personnel and Equipment**

- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 9.3 If the Procuring Entity, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

### **10 Procuring Entity's and Contractor's Risks**

- 10.1 The Procuring Entity carries the risks which this Contract states are Procuring Entity's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

## **11. Procuring Entity's Risks**

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Procuring Entity's risks:

- a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
  - i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
  - ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
- b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Procuring Entity's risk except loss or damage due to

- aa) a Defect which existed on the Completion Date,
- bb) an event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or
- cc) the activities of the Contractor on the Site after the Completion Date.

## **12. Contractor's Risks**

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Procuring Entity's risks are Contractor's risks.

## **13. Insurance**

13.1 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

- a) loss of or damage to the Works, Plant, and Materials;
- b) loss of or damage to Equipment;
- c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may effect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

## **14. Site Data**

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the SCC**, supplemented by any information available to the Contractor.

## **15. Contractor to Construct the Works**

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

## **16. The Works to Be Completed by the Intended Completion Date**

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

## **17. Approval by the Project Manager**

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

## **18. Safety**

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

## **19. Discoveries**

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Procuring Entity. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

## **20. Possession of the Site**

20.1 The Procuring Entity shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the SCC**, the Procuring Entity shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

## **21. Access to the Site**

21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

## **22. Instructions, Inspections and Audits**

22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

22.3 The Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Procuring Entity and/or persons appointed by the Public Procurement Regulatory Authority to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Public Procurement Regulatory Authority. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Public Procurement Regulatory Authority's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Public Procurement Regulatory Authority's prevailing sanctions procedures).



## **23. Appointment of the Adjudicator**

- 23.1 The Adjudicator shall be appointed jointly by the Procuring Entity and the Contractor, at the time of the Procuring Entity's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

## **24. Settlement of Claims and Disputes**

### **24.1 Contractor's Claims**

- 24.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 24.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clause shall apply.
- 24.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 24.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record- keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.
- 24.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
- a) this fully detailed claim shall be considered as interim;
  - b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
  - c) the Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.
- 24.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 24.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause
- 24.1.8 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the

additional payment (if any) to which the Contractor is entitled under the Contract.

24.1.9 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

24.1.10 If the Project Manager does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 24.4 [Arbitration].

24.1.11 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause 24.3.

## **242 Amicable Settlement**

24.2.1 Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 24.1 above should move to commence arbitration after the fifty-sixth day from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

## **243 Matters that may be referred to arbitration**

24.3.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:

- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
- b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
- c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- e) Any dispute arising in respect of war risks or war damage.
- f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

## **244 Arbitration**

24.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 24.3 shall be finally settled by arbitration.

24.4.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

24.4.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

24.4.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

24.4.5 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

24.4.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

24.4.7 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

24.4.8 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the Works.

24.4.9 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the

Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

#### **245 Arbitration with National Contractors**

24.5.1 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- i) Architectural Association of Kenya
- ii) Institute of Quantity Surveyors of Kenya
- iii) Association of Consulting Engineers of Kenya
- iv) Chartered Institute of Arbitrators (Kenya Branch)
- v) Institution of Engineers of Kenya

24.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

#### **246 Alternative Arbitration Proceedings**

24.6.1 Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

#### **247 Failure to Comply with Arbitrator's Decision**

24.7.1 The award of such Arbitrator shall be final and binding upon the parties.

24.7.2 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

#### **248 Contract operations to continue**

24.8.1 Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Entity shall pay the Contractor any monies due the Contractor.

### **25. Fraud and Corruption**

25.1 The Government requires compliance with the country's Anti-Corruption laws and its prevailing sanctions policies and procedures as set forth in the Constitution of Kenya and its Statutes.

25.2 The Procuring Entity requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

## **B. Time Control**

### **26. Program**

26.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and



continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

264 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

## **27. Extension of the Intended Completion Date**

27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

## **28. Acceleration**

28.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.

28.2 If the Contractor's priced proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

## **29. Delays Ordered by the Project Manager**

29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

## **30. Management Meetings**

30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

## **31. Early Warning**

31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

## **C. Quality Control**

### **32. Identifying Defects**

32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

### 33. Tests

- 33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

### 34. Correction of Defects

- 34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 34.2 Every time notice of a Defect is given; the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

### 35. Uncorrected Defects

- 35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

## D. Cost Control

### 36. Contract Price<sup>7</sup>

- 36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

### 37. Changes in the Contract Price<sup>8</sup>

- 37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Entity.
- 37.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

### 38. Variations

- 38.1 All Variations shall be included in updated Programs<sup>9</sup> produced by the Contractor.
- 38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

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<sup>7</sup>In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:

36.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

<sup>8</sup>In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:

The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

<sup>9</sup>In lump sum contracts, add "and Activity Schedules" after "Programs." <sup>10</sup>In lump sum contracts, delete this paragraph.

385 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning

386 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work

387 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- a) the proposed change(s), and a description of the difference to the existing contract requirements;
- b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
- c) a description of any effect(s) of the change on performance/functionality.

388 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerate the contract completion period; or
- b) reduce the Contract Price or the life cycle costs to the Procuring Entity; or
- c) improve the quality, efficiency, safety or sustainability of the Facilities; or
- d) yield any other benefits to the Procuring Entity, without compromising the functionality of the Works.

389 If the value engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the SCC** of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

### 39. Cash Flow Forecasts

39.1 When the Program<sup>11</sup>, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

### 40. Payment Certificates

40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

40.3 The value of work executed shall be determined by the Project Manager.

40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed<sup>12</sup>.

40.5 The value of work executed shall include the valuation of Variations and Compensation Events.

40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

40.7 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (which would be the tender price), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows:  $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$ .

#### **41. Payments**

- 41.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

#### **42. Compensation Events**

42.1 The following shall be Compensation Events:

- d) The Procuring Entity does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- e) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- f) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- g) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- h) The Project Manager unreasonably does not approve a subcontract to be let.
- i) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- j) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons.
- k) Other contractors, public authorities, utilities, or the Procuring Entity does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- l) The advance payment is delayed.
- m) The effects on the Contractor of any of the Procuring Entity's Risks.
- n) The Project Manager unreasonably delays issuing a Certificate of Completion.

42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

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<sup>11</sup>In lump sum contracts, add "or Activity Schedule" after "Program."

<sup>12</sup>In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

424 The Contractor shall not be entitled to compensation to the extent that the Procuring Entity's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

#### **43. Tax**

43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

#### **44. Currency of Payment**

44.1 All payments under the contract shall be made in Kenya Shillings

#### **45. Price Adjustment**

45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies:

$$P = A + B I_m/I_o$$

where: P is the adjustment factor for the portion of the Contract Price payable.

A and B are coefficients<sup>13</sup> **specified in the SCC**, representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable and  $I_m$  is the index prevailing at the end of the month being invoiced and  $I_o$  is the index prevailing 30 days before Bid opening for inputs payable.

45.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

#### **46. Retention**

46.1 The Procuring Entity shall retain from each payment due to the Contractor the proportion stated in the **SCC** until Completion of the whole of the Works.

46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

#### **47. Liquidated Damages**

47.1 The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

#### **48. Bonus**

48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

#### **49. Advance Payment**

49.1 The Procuring Entity shall make advance payment to the Contractor of the amounts stated in the **SCC** by the



date stated in the SCC, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

492 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

493 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

## **50. Securities**

501 The Performance Security shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 day from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

## **51. Dayworks**

51.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

51.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

51.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

## **52. Cost of Repairs**

52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

## **E. Finishing the Contract**

### **53. Completion**

53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

### **54. Taking Over**

54.1 The Procuring Entity shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

### **55. Final Account**

55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

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<sup>13</sup>The sum of the two coefficients A and B should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the non-adjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other non-adjustable components. The sum of the adjustments for each currency are added to the Contract Price.

## **56. Operating and Maintenance Manuals**

56.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

## **57. Termination**

57.1 The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- c) the Procuring Entity or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- d) a payment certified by the Project Manager is not paid by the Procuring Entity to the Contractor within 84 days of the date of the Project Manager's certificate;
- e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- f) the Contractor does not maintain a Security, which is required;
- g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- h) if the Contractor, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

57.3 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.

57.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

## **58. Payment upon Termination**

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as specified in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

58.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

## **59. Property**

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Contractor's default.

## **60. Release from Performance**

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.



## SECTION IX - SPECIAL CONDITIONS OF CONTRACT

Except where otherwise specified, all Special Conditions of Contract should be filled in by the Procuring Entity prior to issuance of the bidding document. Schedules and reports to be provided by the Procuring Entity should be annexed.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>A. General</b>	
<b>GCC 1.1 (q)</b>	The Procuring Entity is: Mandera Water & Sewerage Co. Limited P. O. Box 341-70300 MANDERA
<b>GCC 1.1 (u)</b>	The Intended Completion Date for the whole of the Works shall be April 2024
<b>GCC 1.1 (x)</b>	The Project Manager is MANDERA WATER & SEWERAGE COMPANY LIMITED. Technical Service Manager P. O. Box 341-70300 MANDERA
<b>GCC 1.1 (z)</b>	The Site is located at Elwak town
<b>GCC 1.1 (cc)</b>	The Start Date shall be <i>May 2023</i>
<b>GCC 1.1 (gg)</b>	<p><b><i>PROPOSED IMPROVEMENT OF ELWAK FALAMA WATER SUPPLY PROJECT</i></b> The Works consist of</p> <ul style="list-style-type: none"> <li>➤ Solarization of 6no boreholes and 2nr booster stations at Falama and Borehole 11.</li> <li>➤ Construction of 2No standard water kiosks at Agarsi Qulai zone.</li> <li>➤ 100 new water connections.</li> <li>➤ Installation of chlorine dosing unit at Borehole 11.</li> <li>➤ Construction of 100m<sup>3</sup>, 10 m high proposed elevated steel tank at Agarsi/ Qulai. <ul style="list-style-type: none"> <li>➤ Laying of 15.5 km HDPE pipeline of various diameter</li> </ul> </li> </ul>
<b>GCC 2.2</b>	Sectional Completions are: <i>NA</i>
<b>GCC 5.1</b>	The Project manager <i>may</i> delegate any of his duties and responsibilities.
<b>GCC 8.1</b>	Schedule of other contractors: <i>N/A</i>
<b>GCC 9.1</b>	<p><b>Key Personnel</b> GCC 9.1 is replaced with the following:</p> <p>9.1 Key Personnel are the Contractor’s personnel named in this GCC 9.1 of the Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. [insert the name/s of each Key Personnel agreed by the Procuring Entity prior to Contract signature.]</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) for loss or damage to the Works, Plant and Materials:</p> <p>(b) For loss or damage to Equipment:</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor’s employees.</p> <p>(ii) of other people:</p>
GCC 14.1	<p>Site Data are:</p> <p>i. Survey coordinates</p> <p>ii. Distance in Km</p> <p>iii. Soil Characteristics</p> <p>iv. Depths</p>
GCC 20.1	The Site Possession Date(s) shall be: <i>Elwak, Mandera South, Mandera county on May 2023</i>
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: <i>[insert name of Authority]</i> .
	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>[insert hourly fees and reimbursable expenses]</i> .
<b>B. Time Control</b>	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within <i>14</i> days from the date of the Letter of Acceptance.
GCC 26.3	<p>The period between Program updates is <i>30</i> days.</p> <p>The amount to be withheld for late submission of an updated Program is <i>Ksh. 50,000</i>.</p>
<b>C. Quality Control</b>	
GCC 34.1	<p>The Defects Liability Period is: <b>90</b> days.</p> <p><i>[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]</i></p>
<b>D. Cost Control</b>	
GCC 38.9	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be ___% ( <i>N/A</i> ) of the reduction in the Contract Price.
GCC 44.1	The currency of the Procuring Entity’s Country is: <i>Kenya Shillings</i>
GCC 45.1	<p>The Contract “<i>is not</i>” subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients “<i>does not</i>” apply.</p> <p><i>[Price adjustment is mandatory for contracts which provide for time of completion exceeding 18 months]</i></p> <p>The coefficients for adjustment of prices are:</p> <p>(a) <i>N/A</i> percent nonadjustable element (coefficient A).</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(ib) <i>N/A</i> percent adjustable element (coefficient B).</p> <p>(c) The Index I for shall be <i>N/A</i>.</p>
<b>GCC 46.1</b>	<p>The proportion of payments retained is: <i>10%</i></p> <p><i>[The retention amount is usually close to 5 percent and in no case exceeds 10 percent.]</i></p>
<b>GCC 47.1</b>	NA
<b>GCC 48.1</b>	NA
<b>GCC 49.1</b>	NA
<b>GCC 50.1</b>	<p>The Performance Security amount is <i>10%</i> Procuring Entity</p> <p>(a) Performance Security – Bank Guarantee: in the amount(s) of <i>[insert related figure(s)]</i> percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p>(b) Performance Security – Performance Bond: in the amount(s) of <i>[insert related figure(s)]</i> percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p>
<b>E. Finishing the Contract</b>	
<b>GCC 56.1</b>	<p>The date by which operating and maintenance manuals are required is <i>[May 2024]</i>.</p> <p>The date by which “as built” drawings are required is <i>[May 2024]</i>.</p>
<b>GCC 56.2</b>	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is NA.
<b>GCC 57.2 (g)</b>	The maximum number of days is: <i>[insert number; consistent with Clause 47.1 on liquidated damages]</i> .
<b>GCC 58.1</b>	The percentage to apply to the value of the work not completed, representing the Procuring Entity’s additional cost for completing the Works, is <i>[insert percentage]</i> .

**FORM No 1: NOTIFICATION OF INTENTION TO AWARD**

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

-----

**FORMAT**

1. For the attention of Tenderer's Authorized Representative

- i) Name: *[insert Authorized Representative's name]*
- ii) Address: *[insert Authorized Representative's Address]*
- iii) Telephone: *[insert Authorized Representative's telephone/fax numbers]*
- iv) Email Address: *[insert Authorized Representative's email address]*

*[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]*

2. Date of transmission: *[email]* on *[date]* (local time)

This Notification is sent by *(Name and designation)* \_\_\_\_\_

3. Notification of Intention to Award

- i) Procuring Entity: *[insert the name of the Procuring Entity]*
- ii) Project: *[insert name of project]*
- iii) Contract title: *[insert the name of the contract]*
- iv) Country: *[insert country where ITT is issued]*
- v) ITT No: *[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

i) Name of successful Tender \_\_\_\_\_

ii) Address of the successful Tender \_\_\_\_\_

iii) Contract price of the successful Tender Kenya Shillings \_\_\_\_\_ (in words \_\_\_\_\_)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

SNo	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
  - i) Attention: [insert full name of person, if applicable]
  - ii) Title/position: [insert title/position]
  - 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 (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
  - i) Attention: [insert full name of person, if applicable]
  - ii) Title/position: [insert title/position]
  - iii) Agency: [insert name of Procuring Entity]
  - iv) Email address: [insert email address]
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website [info@ppra.go.ke](mailto:info@ppra.go.ke) or [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke). You should read these documents before preparing and submitting your complaint.
- e) There are four essential requirements:
  - i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.

- ii) The complaint can only challenge the decision to award the contract.
- iii) You must submit the complaint within the period stated above.
- iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

- i) DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

**Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**FORM NO. 2 - REQUEST FOR REVIEW**

**FORM FOR REVIEW(r.203(1))**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

**APPLICATION NO.....OF.....20.....**

**BETWEEN**

.....**APPLICANT**

**AND**

.....**RESPONDENT (Procuring Entity)**

Request for review of the decision of the..... (Name of the Procuring Entity 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 *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by ..... *(name of Procuring Entity)*.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring Entity.....

Attachment: *Contract Agreement*.....



**FORM NO 4: CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Procuring Entity”), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Contractor”), of the other part:

WHEREAS the Procuring Entity desires that the Works known as \_\_\_\_\_ should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - a) the Letter of Acceptance
  - b) the Letter of Tender
  - c) the addenda Nos \_\_\_\_\_ (if any)
  - d) the Special Conditions of Contract
  - e) the General Conditions of Contract;
  - f) the Specifications
  - g) the Drawings; and
  - h) the completed Schedules and any other documents forming part of the contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year specified above.

Signed and sealed by \_\_\_\_\_ (for the Procuring Entity)

Signed and sealed by \_\_\_\_\_ (for the Contractor).

**FORM NO. 5 - PERFORMANCE SECURITY**

**[Option 1 - Unconditional Demand Bank Guarantee]**

*[Guarantor letterhead]*

**Beneficiary:** \_\_\_\_\_ *[insert name and Address of Procuring Entity]* **Date:** \_\_\_\_\_

\_\_\_\_\_ *[Insert date of issue]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with (name of Procuring Entity) \_\_\_\_\_ (the Procuring Entity as the Beneficiary), for the execution of \_\_\_\_\_ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (in words),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the .... Day of ....., 2.....<sup>2</sup>, and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

*[Name of Authorized Official, signature(s) and seals/stamps].*

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

<sup>1</sup>The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup>Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

**FORM No. 6 - PERFORMANCE SECURITY**

**[Option 2– Performance Bond]**

*[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** \_\_\_\_\_ *[insert name and Address of Procuring Entity]* **Date:**  
\_\_\_\_\_ *[Insert date of issue].*

**PERFORMANCE BOND No.:** \_\_\_\_\_

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond \_\_\_\_\_ as Principal (hereinafter called “the Contractor”) and \_\_\_\_\_] as Surety (hereinafter called “the Surety”), are held and firmly bound unto \_\_\_\_\_] as Obligee (hereinafter called “the Procuring Entity”) in the amount of \_\_\_\_\_ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the \_\_\_\_\_ day of \_\_\_\_\_, 20, for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
  - 1) complete the Contract in accordance with its terms and conditions; or
  - 2) obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
  - 3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of By \_\_\_ in the capacity of In the presence of

SIGNED ON \_\_\_\_\_ on behalf of By \_\_\_ in the capacity of In the presence of

**FORM NO. 7 - ADVANCE PAYMENT SECURITY**

**[Demand Bank Guarantee]**

*[Guarantor letterhead]*

**Beneficiary:** \_\_\_\_\_ *[Insert name and Address of Procuring Entity]*

**Date:** \_\_\_\_\_ *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[Insert guarantee reference number]* **Guarantor:**

\_\_\_\_\_ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_ (in words) is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (in words \_\_\_\_\_)<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
  - a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
  - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_.
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the \_\_\_\_ day of \_\_\_\_\_, 2,<sup>2</sup> whichever is earlier. Consequently, demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]**[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

*[Name of Authorized Official, signature(s) and seals/stamps]*

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

<sup>1</sup>The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.

<sup>2</sup>Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

**FORM NO. 8 - RETENTION MONEY SECURITY**

**[Demand Bank Guarantee]**

*[Guarantor letterhead]*

**Beneficiary:** \_\_\_\_\_ *[Insert name and Address of Procuring Entity]*

**Date:** \_\_\_\_\_ *[Insert date of issue]*

**Advance payment guarantee no.** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that \_\_\_\_\_ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ *[insert reference number of the contract]* dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* \_\_\_\_\_ *([insert amount in words \_\_\_\_\_])*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_ *[insert name and address of Applicant's bank]*.
5. This guarantee shall expire no later than the ..... Day of ....., 2.....<sup>2</sup>, 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.***

<sup>1</sup>The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.

<sup>2</sup> Insert a date that is twenty-eight days after the expiry of retention period after the actual completion date of the contract. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

**FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM**

**INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

- Directly or indirectly holding 25% or more of the shares.
- Directly or in directly holding 25% or more of the voting rights.
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

Tender Reference No.: \_\_\_\_\_ [insert identification no]

Name of the Assignment: \_\_\_\_\_ [insert name of the assignment] to:  
 \_\_\_\_\_ [insert complete name of Procuring Entity]

In response to your notification of award dated \_\_\_\_\_ [insert date of notification of award] to furnish additional information on beneficial ownership: \_\_\_\_\_ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

**Details of beneficial ownership**

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

*Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.*

*Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]”*

*Name of the Tenderer: .....\*[insert complete name of the Tenderer]\_\_\_\_\_*

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

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

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

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