



REPUBLIC OF KENYA



**nhc**  
National Housing Corporation

# **PROPOSED REPAIRS AND REHABILITATION WORKS TO NATIONAL HOUSING CORPORATION (NHC) BUILDING AT AGHA KHAN WALK NAIROBI COUNTY**

**PART I – TENDERING PROCEDURES**

**PART II – WORKS REQUIREMENT  
(BILL OF QUANTITIES)**

**PART III – CONDITIONS OF CONTRACT AND  
CONTRACT FORMS**

**NHC/TECH/029/2023 - 24**

**PROJECT MANAGER**

GENERAL MANAGER CONSTRUCTION &  
PROJECT MANAGEMENT,  
NATIONAL HOUSING CORPORATION,  
P.O. BOX 30257 - 00100,

**NAIROBI.**

**QUANTITY SURVEYOR**

MANAGER QUANTITIES AND CONTRACTS,  
NATIONAL HOUSING CORPORATION,  
P.O. BOX 30257 - 00100,

**NAIROBI.**

**ARCHITECT**

MANAGER ARCHITECTURAL SERVICES,  
NATIONAL HOUSING CORPORATION,  
P.O. BOX 30257 - 00100,

**NAIROBI.**

**ENGINEER**

MANAGER ENGINEERING SERVICES,  
NATIONAL HOUSING CORPORATION,  
P.O. BOX 30257 - 00100,

**NAIROBI.**

**JUNE 2024**

# **INVITATION TO TENDER**

**PROCURING ENTITY: NATIONAL HOUSING CORPORATION**

**P.O. BOX 30257 – 00100 GPO**

**NAIROBI.**

**CONTRACT NAME AND DESCRIPTION:**

**PROPOSED REPAIRS AND REHABILITATION WORKS TO NATIONAL HOUSING CORPORATION (NHC) BUILDING AT AGHA KHAN WALK – NAIROBI COUNTY**

**TEDNER NO. NHC/TECH/029/2023-24**

1. The **National Housing Corporation** invites sealed tenders for the construction of 3No. Blocks consisting of Two Bedroom Units and Associated External Works on **Proposed Repairs and Rehabilitation works to National Housing Corporation (NHC) Building at Agha Khan Walk – Nairobi County.**
2. Tendering will be conducted under open competitive method National using a standardized tender document. Tendering is open to all qualified and interested Tenderers. Under NCA 7 to NCA 4 only.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours 0800 hrs to 1700hrs (8.00 a.m to 5.00p.m.) at the address given below.
4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of Kenya Shillings One Thousand (Kshs.1,000) in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from the Website(s) [www.nhckeny.go.ke](http://www.nhckeny.go.ke), [www.tenders.go.ke](http://www.tenders.go.ke). Tender documents obtained electronically will be free of charge.
5. Tender documents may be viewed and downloaded for free from the website [www.nhckeny.go.ke](http://www.nhckeny.go.ke). Tenderers who download the tender document must forward their particulars immediately to The Managing Director, National Housing Corporation [info@nhckeny.go.ke](mailto:info@nhckeny.go.ke) Telephone Number +254 20 3312147/9, +254 730 749000, +254 735 993030, +254 724 256403, P.O. BOX 30257 – 00100, Nairobi, Kenya to facilitate any further clarification or addendum.
6. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for **182** days from the date of opening of tenders.
7. All Tenders must be accompanied by Tender Security in form of Bank guarantee issued by a Tier 1 or Tier 2 Registered reputable Commercial Bank in **Kenya Shillings Five Hundred Thousand (KShs. 500,000.00)** Only.
8. The Tenderer shall chronologically serialize all pages of the tender documents submitted. Tender Documents must be tape bound and not spiral bound. Spiral bound documents shall be automatically disqualified.
9. Completed tenders must be delivered to the address below on or before **Wednesday 17<sup>th</sup> July 2024 at 11:00am.** Electronic Tenders **will not** be permitted.
10. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and times pecified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
11. Late tenders will be rejected.
12. The addresses referred to above are:

**MANAGING DIRECTOR  
NATIONAL HOUSING CORPORATION  
AGA KHAN WALK, NAIROBI  
P.O. BOX 30257 – 00100 GPO  
NAIROBI, KENYA.**

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

**MANAGING DIRECTOR  
NATIONAL HOUSING CORPORATION  
NHC HOUSE  
AGA KHAN WALK, NAIROBI  
P.O. BOX 30257 – 00100 GPO  
NAIROBI, KENYA.  
TEL: +254 20 3312147/9, +254 730 749000  
MOBILE: +254 735 993030, +254 724 256403  
Email: info@nhckkenya.go.ke**

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

**MANAGING DIRECTOR  
NATIONAL HOUSING CORPORATION  
NHC HOUSE  
AGA KHAN WALK, NAIROBI  
P.O. BOX 30257 – 00100  
NAIROBI, KENYA.  
GROUND FLOOR.**

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

**NATIONAL HOUSING CORPORATION  
NHC HOUSE  
AGA KHAN WALK, NAIROBI  
P.O. BOX 30257 – 00100  
NAIROBI, KENYA.  
10<sup>TH</sup> FLOOR.**

**[*Authorized Official (name, designation, Signature and date)*]**

Name \_\_\_\_\_

*(Official of the Procuring Entity issuing the invitation)*

Designation \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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# **SIGNATURE PAGE**

## **SIGNATURE PAGE**

**FOR**

**PROPOSED REPAIRS AND REHABILITATION WORKS**  
**TO NATIONAL HOUSING CORPORATION (NHC)**  
**BUILDING AT AGHA KHAN WALK**  
**NAIROBI COUNTY**

Supplied as part of the Contract, for the Proposed Repairs and Rehabilitation works to National Housing Corporation (NHC) Building at Agha Khan walk - Nairobi County. The Contract for the aforementioned works entered on the ..... day of..... 2024 by the undersigned parties refers to these Tendering Procedures, Work Requirements – Bills of Quantities, Conditions of Contract and Contract Forms which shall be read, construed and form part of the said contract.

.....  
CONTRACTOR

.....  
PROCURING ENTITY

.....  
DATE

.....  
DATE

The Contractor is required to check the numbers of pages of these Documents, and should they find any missing or in duplicate or the figures indistinct, they must inform the Procuring Entity at once and have the same rectified.

Should the Contractor be in doubt about the precise meaning of any item or figure for any reason whatsoever, they must inform the Procuring Entity, for the correct meaning may be clarified before the date for submission of the Tender.

These Documents are to be read together and if any discrepancies occur, then the Conditions of Contract shall take preference followed by the Work Requirements.

No liability will be admitted, or claim allowed, in respect of errors in the Contractor's Tender due to mistakes in these Documents which should have been rectified in the manner described above.

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## **PART I: TENDERING PROCEDURES**

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## SECTION I - INSTRUCTIONS TO TENDERERS

### A GENERAL PROVISIONS

#### 1.0 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.

1.2 Throughout this tendering document:

- a) The term “inwriting” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the TDS, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- b) if the context so requires, “singular” means “plural” and vice versa;
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

#### 2.0 Fraud and corruption

2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

2.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

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

2.4 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

#### 3.0 Eligible tenderers

3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.8, or an individual or any combination of such entities in the form of a joint venture (JV) under an existing agreement with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of 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 an other tenderer;
  - b) Receives or has received any director indirect subsidy from another tenderer;
  - c) Has the same legal representative as an other tenderer;
  - d) Has a relationship with an other tenderer, directly or through common third parties, that puts it in a position to influence the tender of an other tenderer, or influence the decisions of the Procuring Entity regarding this tendering process;
  - e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods or works that are the subject of the tender;
  - f) Any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as a consultant for Contract implementation;
  - 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;
  - h) Has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and:
    - i) Are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
    - ii) May be involved in the implementation or supervision of such Contract unless the conflicts stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.
- 34** A tenderer shall not be involved in corrupt, coercive, obstructive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified
- 35** A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. Members of a joint venture may not also make an individual tender, be a sub-contractor in a separate tender or be part of another joint venture for the purposes of the same Tender. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender.
- 36** A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates 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 sub-contractors or sub-consultants for any part of the Contract including related Services.
- 37** A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA [www.ppra.go.ke](http://www.ppra.go.ke).
- 38** A Tenderer that is a state-owned enterprise or a public institution in Kenya may be eligible to tender and be awarded Contract(s) only if it is determined by the Procuring Entity to meet the following conditions, i.e. if it is:
- i) A legal public entity of Government and/or public administration,
  - ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and;
  - (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.
- 39** Firms and individuals shall be ineligible if their countries of origin are:
- (a) As a matter of law or official regulations, Kenya prohibits commercial relations with that country;
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.



A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

- 3.10** Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, local sub-contracts and labor) from citizen 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 for this purpose in “*SECTION II - EVALUATION AND QUALIFICATION CRITERIA, Item 9*”.
- 3.11** Pursuant to the eligibility requirements of ITT 3.10, a tender is considered a foreign tenderer, If it is registered in Kenya and has less than 51 percent ownership by nationals of Kenya and if it does not subcontract to foreign firms or individuals more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms registered in Kenya have less 51 percent ownership by nationals of Kenya. 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).
- 4.14** A kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

#### **40 Eligible goods, equipment, and services**

- 41** Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not ineligible 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.
- 42** 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.

#### **50 Tenderer's responsibilities**

- 51** 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.
- 52** The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Works and its surroundings and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall beat the tenderer's own expense.
- 53** 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 again stall liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the examination and inspection.

- 54 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**

### **60 Sections of Tender Document**

- 61 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 10.

#### **PART 1: Tendering Procedures**

Section I – Instructions to Tenderers

Section II – Tender Data Sheet (TDS)

Section III- Evaluation and Qualification

Criteria Section IV – Tendering Forms

#### **PART 2: Works' Requirements**

Section V - Bills of Quantities

Section VI - Specifications

Section VII - Drawings

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

##### **Section VIII - General Conditions (GCC)**

Section IX - Special Conditions of Contract

Section X- Contract Forms

- 62 The Invitation to Tender Notice issued by the Procuring Entity is not part of the Contract documents. Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of a pre-arranged site visit and those of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 63 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.
- 70 **Clarification of Tender Document, Site Visit, Pre-tender Meeting**
- 71 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 if provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** 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 7.4, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.
- 72 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Site shall be at the Tenderer's own expense. The Procuring Entity shall specify in the **TDS** if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 73 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.
- 74 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting.

will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.

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

#### 80 **Amendment of Tender Documents**

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

- 82 Any addendum issued shall be part of the Tender Documents and shall be communicated in writing to all who have obtained the Tender Documents from the Procuring Entity. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's website in accordance with ITT 7.5.

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

### C. **PREPARATION OF TENDERS**

#### 9. **Cost of Tendering**

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.

#### 10.0 **Language of Tender**

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

#### 11.0 **Documents Comprising the Tender**

- 11.1 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT 12;
- b) Schedules including priced Bill of Quantities, completed in accordance with ITT 12 and ITT 14;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 19.1;
- d) Alternative Tender, if permissible, in accordance with ITT 13;
- e) **Authorization**: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.3;
- f) **Qualifications**: documentary evidence in accordance with ITT 17 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) **Conformity**: a technical proposal in accordance with ITT 16;
- h) Any other document required in the **TDS**.

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

## 12.0 Form of Tender and Schedules

- 12.1 The Form of Tender and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed with out any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
- 12.2 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

## 13. Alternative Tenders

- 13.1 Unless otherwise specified in the TDS, alternative Tenders shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **TDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Except as provided under 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.
- 13.4 When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the **TDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.

## 14.0 Tender Prices and Discounts

- 14.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Procuring Entity. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Tender, and provided that the Tender is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.
- 14.3 The price to be quoted in the Form of Tender, in accordance with ITT 12.1, shall be the total price of the Tender, including any discounts offered.
- 14.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 12.1.
- 14.5 It will be specified in the **TDS** if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, except incases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.
- 14.6 Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4, provided the Tenders for all lots (contracts) are opened at the sametime.



- 147 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.

#### **150 Currencies of Tender and Payment**

- 151 The currency(ies) of the Tender and the currency(ies) of payments shall be the same.
- 152 Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya shillings.
- a) A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya (referred to as “the foreign currency requirements”) shall (if so allowed in the **TDS**) indicate in the Appendix to Tender the percentage(s) of the Tender Price (excluding Provisional Sums), needed by the Tenderer for the payment of such foreign currency requirements, limited to no more than two foreign currencies.
  - b) The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Tenderer in the Appendix to Tender and shall be based on the exchange rate provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening. Such exchange rate shall apply for all foreign payments under the Contract.
- 153 Tenderers may be required by the Procuring Entity to justify, to the Procuring Entity's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Tender are reasonable, in which case a detailed break down of the foreign currency requirements shall be provided by Tenderers.

#### **16.0 Documents Comprising the Technical Proposal**

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

#### **17.0 Documents Establishing the Eligibility and Qualifications of the Tenderer**

- 17.1 Tenderers shall complete the Form of Tender, included in Section IV, Tender Forms, to establish Tenderer's eligibility in accordance with ITT 4.
- 17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.
- 17.3 If a margin of preference applies as specified in accordance with ITT 33.1, national tenderers, individually or in joint ventures, applying for eligibility for national preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.
- 17.4 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular 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.
- 17.5 The purpose of the information described in **ITT 17.4** 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.
- 17.6 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.4. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 17.7 All information provided by the tenderer pursuant to these requirements must be complete, current and 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.

- 178** 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.
- 179** 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 pending the outcome of (iii),
  - iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other person has committed any criminal offence.
- 17.10** If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences of ITT 17.8 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

## **18.0 Period of Validity of Tenders**

- 18.1.** 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 22). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 18.2** In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. These questions and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 19, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

## **19.0 Tender Security**

- 19.1** The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in the **TDS**, in original form and, in the case of a Tender Security, in the amount and currency **specified** in the **TDS**. A Tender-Securing Declaration shall use the form included in Section IV, Tender Forms.
- 19.2** If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:
- i) cash;
  - ii) a bank guarantee;
  - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority;
  - (iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya, from a reputable source, and an eligible country.
- 19.3** If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.
- 19.4** If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.
- 19.5** If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and any other documents required in the **TDS**. The Procuring Entity shall also promptly



return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

- 196** 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.
- 197** The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension there to provided by the Tenderer; or
  - b) if the successful Tenderer fails to: -
    - i) sign the Contract in accordance with ITT 4.1; or
    - ii) furnish a Performance Security and if required in the TDS, and any other documents required in the TDS.
- 198** Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA to debar the Tenderer from participating in public procurement as provided in the law.
- 199** 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.
- 19.10** A tenderer shall not issue a tender security to guarantee itself.

#### **200 Format and Signing of Tender**

- 201** The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE." 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.
- 202** 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.
- 203** 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.
- 204** Incase the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 205** 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**

#### **210 Sealing and Marking of Tenders**

- 21.1** The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
  - b) in a nenvelope or package or container marked "COPIES", all required copies of the Tender; and
  - c) if alternative Tenders are permitted in accordance with ITT 13, and if relevant:

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

**212** 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 misplaced or opened prematurely will not be accepted.

## **220 Deadline for Submission of Tenders**

**221** 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**.

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

## **23.0 Late Tenders**

The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 22. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

## **240 Withdrawal, Substitution, and Modification of Tenders**

**241** A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

**242** Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.

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

## **25. Tender Opening**

**251** Except in the cases specified in ITT 23 and ITT 24.2, the Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified **in the TDS**, in the presence of Tenderers' designated representatives who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 22.1, shall be as specified in the **TDS**.

**252** 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.

**253** 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.

- 254 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.
- 255 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.
- 256 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bill of Quantities (to be decided on by the tender opening committee) are to be initialed by the members of the tender opening committee attending the opening.
- 257 At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).
- 258 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 new as required;
  - e) number of pages of each tender document submitted.
- 259 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.

## **E. EVALUATION AND COMPARISON OF TENDERS**

### **26. Confidentiality**

- 261 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 43.
- 262 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.
- 263 Notwithstanding ITT 26.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any matter related to the tendering process, it shall do so in writing.

### **27.0 Clarification of Tenders**

- 27.1 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Procuring Entity may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for a response. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the tenders, in accordance with ITT 31.
- 27.2 If a tenderer does not provide clarifications of its tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

### **28.0 Deviations, Reservations, and Omissions**

- 28.1 During the evaluation of tenders, the following definitions apply: -
- a) “*Deviation*” is a departure from the requirements specified in the tender document;
  - b) “*Reservation*” is the setting of limiting conditions or withholding from complete acceptance of the

- requirements specified in the tender document; and
- c) “*Omission*” is the failure to submit part or all of the information or documentation required in the Tender document.

## **29.0 Determination of Responsiveness**

- 29.1** 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 11.
- 29.2** A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:
- a) Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract;
  - 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;
  - c) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.
- 29.3** The Procuring Entity shall examine the technical aspects of the tender submitted in accordance with ITT 16, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.
- 29.4** If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

## **30.0 Non-material Non-conformities**

- 30.1** Provided that a tender is substantially responsive, the Procuring Entity may waive any non-conformities in the tender.
- 30.2** Provided that a Tender is substantially responsive, the Procuring Entity may request that the tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material 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.
- 30.3** Provided that a tender is substantially responsive, the Procuring Entity shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the TDS.

## **31.0 Arithmetical Errors**

- 31.1** The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 31.2** Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis: -
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
  - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid prices shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
  - c) if there is a discrepancy between words and figures, the amount in words shall prevail
- 31.3** Tenderers shall be notified of any error detected in their bid during the notification of award.

## **32.0 Conversion to Single Currency**

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



### **33.0 Margin of Preference and Reservations**

- 33.1** A margin of preference may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.
- 33.2** A margin of preference shall not be allowed unless it is specified so in the **TDS**.
- 33.3** Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 33.4.
- 33.4** Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

### **34.0 Nominated Subcontractors**

- 34.1** Unless otherwise stated in the **TDS**, the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected/nominated by the Procuring Entity. In case the Procuring Entity nominates a subcontractor, the subcontract agreement shall be signed by the Subcontractor and the Procuring Entity. The main contract shall specify the working arrangements between the main contractor and the nominated subcontractor.
- 34.2** Tenderers may propose sub-contracting 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.
- 34.3** Domestic subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated so by the Procuring Entity in the **TDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

### **35. Evaluation of Tenders**

- 35.1** The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Lowest Evaluated Tender in accordance with ITT 40.
- 35.2** To evaluate a Tender, the Procuring Entity shall consider the following:
- a) price adjustment in accordance with ITT 31.1 (iii); excluding provisional sums and contingencies, if any, but including Daywork items, where priced competitively;
  - b) price adjustment due to discounts offered in accordance with ITT 14.4;
  - c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 32;
  - d) price adjustment due to quantifiable non-material non-conformities in accordance with ITT 30.3; and
  - e) any additional evaluation factors specified in the **TDS** and Section III, Evaluation and Qualification Criteria.
- 35.3** The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 35.4** Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers based on a lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

## **36.0 Comparison of tenders**

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

## **37.0 Abnormally low tenders and abnormally high tenders**

### **Abnormally LowTenders**

- 37.1** 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.
- 37.2** In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 37.3** After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

### **Abnormally high tenders**

- 37.4** An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 37.5** In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
  - ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.
- 37.6** If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

## **38.0 Unbalanced and/ or front-loaded tenders**

- 38.1** If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or frontloaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.
- 38.2** After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:
- a) accept the Tender;
  - 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;
  - c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works;
  - d) reject the Tender,



### **39.0 Qualifications of the tenderer**

- 39.1** The Procuring Entity shall determine to its satisfaction whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 39.2** The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Sub-contractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.
- 39.3** An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

### **40.0 Lowest evaluated tender**

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

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

### **41.0 Procuring entity's right to accept any tender, and to reject any or all tenders.**

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

## **F. AWARD OF CONTRACT**

### **42.0 Award criteria**

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

### **43.0 Notice of Intention to Enter into a Contract/Notification of Award**

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) instruction on how to request a debriefing and/ or submit a complaint during the stand still period;

### **44.0 Stand still Period**

- 44.1** 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.
- 44.2** 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.

#### **45.0 Debriefing by The Procuring Entity**

- 45.1** On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a 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.
- 45.2** Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

#### **46.0 Letter of Award**

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 with in the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

#### **47.0 Signing of Contract**

- 47.1** Upon the expiry of the fourteen days of the Notification of Intention to enter in to contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 47.2** Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return to the Procuring Entity.
- 47.3** The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

#### **48.0 Performance Security**

- 48.1** Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.
- 48.2** Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS** or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.
- 48.3** Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

#### **49.0 Publication of Procurement Contract**

Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall 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 readout at Tender opening.

#### **50.0 Procurement related Complaints and Administrative Review**

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

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

# **TENDER DATA SHEET (TDS)**

## Section II - Tender Data Sheet (TDS)

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

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
<b>A. General</b>	
ITT 1.1	<p>The name of the contract is  <b>PROPOSED REPAIRS AND REHABILITATION WORKS TO NATIONAL HOUSING CORPORATION (NHC) BUILDING AT AGHA KHAN WALK NAIROBI COUNTY.</b></p> <p>The reference number of the Contract is:  <b>TENDER NO. NHC/TECH/029/2023-2024</b></p>
ITT 2.4	The Information made available on competing firms is as follows:
ITT 2.4	<p>The firms that provided consulting services for the contract being tendered for are:  <b>THE NATIONAL HOUSING CORPORATION</b></p>
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: <i>[insert a number]</i> .
<b>B. Contents of Tender Document</b>	
ITT 7.1	<p>(i) The Tenderer will submit any request for clarifications in writing at the Address  <b>MANAGING DIRECTOR  NATIONAL HOUSING CORPORATION  NHC HOUSE  AGA KHAN WALK, NAIROBI  P.O. BOX 30257 – 00100 GPO  NAIROBI, KENYA.  TEL: +254 20 3312147/9, +254 730 749000  MOBILE: +254 735 993030, +254 724 256403  Email: <a href="mailto:info@nhckenya.go.ke">info@nhckenya.go.ke</a></b></p> <p>to reach the Procuring Entity not later than <b>Wednesday 17<sup>th</sup> July 2024 at 11:00am.</b></p> <p>(ii) The Procuring Entity shall publish its response at the website <a href="http://www.nhckenya.go.ke">www.nhckenya.go.ke</a></p>
ITT 7.2	<p>(A) A pre-arranged pretender site visit <i>[insert “shall” or “shall not”]</i> take place at the following date, time and place:  Date: _____  Time: _____  Place: _____</p> <p>(B) Pre-Tender meeting <i>[insert “shall” or “shall not”]</i> take place at the following date, time and place:  Date: _____  Time: _____  Place: _____</p> <p><b>ITT 7.2 IS NOT APPLICABLE. However, bidders are encouraged to visit the site and familiarize themselves with the site conditions. No claim for want in knowledge to this effect will be allowed.</b></p>
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than <b>Wednesday 17<sup>th</sup> July 2024 at 11:00am.</b> before the meeting.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 7.5	The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published is _____ <b>ITT 7.5 IS NOT APPLICABLE</b>
ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is: <b>MANAGING DIRECTOR NATIONAL HOUSING CORPORATION NHC HOUSE AGA KHAN WALK, NAIROBI P.O. BOX 30257 – 00100 NAIROBI, KENYA. TEL: +254 20 3312147/9, +254 730 749000 MOBILE: +254 735 993030, +254 724 256403 Email: <a href="mailto:info@nhckenya.go.ke">info@nhckenya.go.ke</a></b>
<b>C. Preparation of Tenders</b>	
ITT 11.1 (h)	The Tenderer shall submit the following additional documents in its Tender: Provide proof of ownership or lease agreement of equipment as listed
ITT 13.1	Alternative Tenders <i>shall not be</i> considered.
ITT 13.2	Alternative times for completion <i>shall not be</i> permitted.
ITT 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: <b>ITT 13.4 IS NOT APPLICABLE</b>
ITT 14.5	The prices quoted by the Tenderer shall be: <b>FIXED PRICE.</b>
ITT 15.2 (a)	Foreign currency requirements <b>not allowed.</b>
ITT 18.1	The Tender validity period shall be <b>182 days.</b>
ITT 18.3	(a) The Number of days beyond the expiry of the initial tender validity period will be _____ days.  (b) The Tender price shall be adjusted by the following percentages of the tender price:  (i) By _____ % of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and  (iii) By _____ % the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.  (iv) <b>ITT 18.3 IS NOT APPLICABLE</b>
ITT 19.1	Tender shall provide a <b>Tender Security</b> ( <i>select one</i> ) The type of Tender security shall be a Tender Security issued by a Bank registered under Tier 1 or Tier 2 in the amount of Kenya shillings <b>Five Hundred Thousand (Kshs. 500,000.00) Only</b>
ITT 20.1	In addition to the original of the Tender, the number of copies is: <b>Original and a Copy</b>
ITT 20.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: CR 12 or The Power of Attorney
<b>D. Submission and Opening of Tenders</b>	
ITT 22.1	(A) For <u>Tender submission purposes</u> only, the Procuring Entity's address is:

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p><b>MANAGING DIRECTOR NATIONAL HOUSING CORPORATION NHC HOUSE GROUND FLOOR TENDER BOX AGA KHAN WALK, NAIROBI P.O. BOX 30257 – 00100 NAIROBI, KENYA.</b></p> <p>(4) Date and time for submission of Tenders is <i>Wednesday 17<sup>th</sup> July 2024 at 11:00am.</i></p> <p>(5) Tenders shall <b>shall not submit</b> tenders electronically.</p>
<b>ITT 25.1</b>	<p>The Tender opening shall take place at the time and the address for Opening of Tenders provided below:</p> <p><b>NATIONAL HOUSING CORPORATION NHC HOUSE AGA KHAN WALK, NAIROBI P.O. BOX 30257 – 00100 NAIROBI, KENYA. 10<sup>TH</sup> FLOOR.</b></p> <p>(3) State date and time of tender opening.: <i>Wednesday 17<sup>th</sup> July 2024 at 11:00am.</i></p>
<b>ITT 25.1</b>	<p>If Tenderers are allowed to submit Tenders electronically, they shall follow the electronic tender submission procedures <b>specified below</b></p> <p><b>ITT 25.1 IS NOT APPLICABLE</b></p>
<b>E. Evaluation, and Comparison of Tenders</b>	
<b>ITT 30.3</b>	<p>The adjustment shall be based on the _____ [<i>insert “average” or “highest”</i>] 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.</p> <p><b>ITT 30.3 IS NOT APPLICABLE</b></p>



Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
TT 32.1	<p>The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: <b>KENYA SHILLINGS (<i>Abbreviated Kshs/KES</i>)</b></p> <p>The source of exchange rate shall be: <b>The Central bank of Kenya</b> (mean rate)</p> <p>The date for the exchange rate shall be: <b>the deadline date for Submission of the Tenders.</b></p> <p><i>For comparison of Tenders, the Tender Price, corrected pursuant to ITT 31, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Tenderer in accordance with ITT 15.1.</i></p> <p><i>In the second step, the Procuring Entity will convert the amounts in various currencies in which the Tender Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date, stipulated above.</i></p>
ITT 33.2	A margin of preference <i>shall not APPLY.</i>
ITT 33.4	The invitation to tender is extended to the following group that qualify for Reservations <b>ITT 33.4 IS NOT APPLICABLE.</b>
ITT 34.1	At this time, the Procuring Entity <i>intends</i> to execute certain specific parts of the Works by subcontractors selected in advance. <b>ITT 34.1 IS NOT APPLICABLE.</b>
ITT 34.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: <b>40% 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. <b>ITT 34.2 IS NOT APPLICABLE.</b>
ITT 34.3	<p><i>[Indicate N/A if not applicable]</i></p> <p>The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows: <b><i>Electrical Installations</i></b> <b><i>Mechanical Installations</i></b></p> <p>For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Tenderer for the purpose of evaluation.</p> <p><b>ITT 34.3 IS NOT APPLICABLE</b></p>
ITT 35.2 (e)	<p>Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.</p> <p>The Tender Evaluation shall be in three parts:- Preliminary Evaluation, Technical Evaluation and Arithmetical and Pricing Analysis. Under the Preliminary Evaluation bidders who provide all the Mandatory Preliminary Evaluation requirements will proceed to Technical Evaluation with the detailed Technical Evaluation being undertaken. The Tenderer who attains the minimum marks of 70 will be subjected to Arithmetical and Pricing Analysis.</p> <p>The Lowest Evaluated Tender will be the Most Responsive and will be notified for Award.</p> <p><b>SECTION III - EVALUATION AND QUALIFICATION CRITERIA</b></p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>Clause 1.2 dealing with wherever a tenderer is required to state a monetary amount <b><u>is deleted</u></b></p> <p>Clause 3.0 on Tender Evaluation on Alternative Completion Times and Alternative Technical Solutions <b><u>is deleted</u></b>.</p> <p>Clause 4.0 on Multiple Contracts and Option2 <b><u>is deleted</u></b></p> <p>Clause 5.0 on Alternative Tenders <b><u>is deleted</u></b></p> <p>Clause 6.0 on Margin of Preference <b><u>is deleted</u></b></p> <p>Clause 7.0 on Post Qualification and Contract Award (ITT39) <b><u>is deleted</u></b> except on clauses dealing with the History of non-performing contracts and Litigation History</p>
ITT 48.1	<p>Other documents required in addition to the <b>Performance Security</b> are</p> <ul style="list-style-type: none"> <li>• <b>Contractors All Risk Insurance</b></li> <li>• <b>Insurance for Works and Third Party in the manner and amounts indicated</b></li> <li>• <b>Workmen's Compensation</b></li> </ul>
ITT 50.1	<p><b><u>NOTE:</u></b>  <b>The Project Manager replaces the Engineer, Architect and Quantity Surveyor where they appear in the Tendering Procedures and Conditions of Contract</b></p> <p>The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA Website <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>.</p> <p>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>For the attention: <i>Director General</i></p> <p>Title/position: <i>Director General</i></p> <p>Procuring Entity: <b>National Housing Corporation</b></p> <p>Email address: <b><i>info@nhckenya.go.ke</i></b></p> <p>In summary, a Procurement-related Complaint may challenge any of the following (among others):</p> <p>(i) the terms of the Tender Documents; and</p> <p>(ii) the Procuring Entity's decision to award the contract.</p>

# **EVALUATION AND** **QUALIFICATION CRITERIA**

### **SECTION III - EVALUATION AND QUALIFICATION CRITERIA**

#### **10 GENERAL PROVISIONS**

- 11** This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity shall use **the Standard Tender Evaluation Document for Goods and Works** for evaluating Tenders.
- 12** Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
  - b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
  - c) Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

#### **13 EVALUATION AND CONTRACT AWARD CRITERIA**

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

#### **2.0 PRELIMINARY EXAMINATION FOR DETERMINATION OF**

##### **RESPONSIVENESS Preliminary examination for Determination of Responsiveness**

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

*[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate, a template may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender]*

#### **TENDER EVALUATION (ITT 35)**

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

- (i) Alternative Completion Times, if permitted under ITT 13.2, will be evaluated as follows:  
.....
- (ii) Alternative Technical Solutions for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows:.....
- (iii) Other Criteria; if permitted under ITT 35.2(j):  
.....

#### **40 MULTIPLE CONTRACTS**

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

##### **OPTION 1**

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

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

## **OPTION 2**

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

### **5.0 ALTERNATIVE TENDERS (ITT 13.1)**

#### **Alternative Tenders (ITT 13.1)**

*An alternative if permitted under ITT 3.1, will be evaluated as follows:*

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2 - Works requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

### **6.0 MARGIN OF PREFERENCE**

- 6.1** If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of share holding of Kenyan citizens is less than fifty-one percent (51%).
- 6.2** Contractors shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference.
- 6.3** After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:
- i) *Group A:* tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty-one percent (51%).
  - ii) *Group B:* tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty-one percent (51%).
- 6.4** All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award of contract. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 6.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.
- 7. Post qualification and Contract award (ITT 39), more specifically,**
- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
  - b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
    - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings \_\_\_\_\_
    - ii) Minimum average annual construction turnover of Kenya Shillings \_\_\_\_\_ *[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last \_\_\_\_\_ *[insert of year]* years.

- iii) Atleast \_\_\_\_\_ (*insert number*) of contract(s) of a similar nature executed within Kenya, or the East African Community or a broad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings \_\_\_\_\_ equivalent.
- iv) Contractor's Representative and Key Personnel, which are specified as \_\_\_\_\_
- v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as [*specify requirements for each lot as applicable*] \_\_\_\_\_
- iv) Other conditions depending on their seriousness.

a) **History of non-performing contracts:**

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last **Ten (10) years.** The required information shall be furnished in the appropriate form.

b) **Pending Litigation**

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

c) **Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last **Ten (10) years.** All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or on going under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

## Stage I: PRELIMINARY EVALUATION

### Mandatory Requirements

Responsive	No. Requirements	Responsive or Non-Responsive
MR 1	Original Tender Security/Bid Bond of <b>Kenya Shillings Five Hundred Thousand (500,000.00/=)</b> Only valid for <b>182 days</b> from the date of Tender opening. Bid Bond should be in form of Bank Guarantee from a reputable Commercial Bank Licensed by Central Bank of Kenya.	
MR 2	Submission of Tender document securely bound (Spiral or book). No loose or stapled documents will be accepted.	
MR 3	Bidders shall chronologically and sequentially serialize their bid document from the front cover page to the back-cover page including all attachments in numerical format.	
MR 4	Must Submit a copy of the Certificate of incorporation or Registration Certificate	
MR 5	Must Submit a copy of Valid Tax Compliance Certificate, from Kenya Revenue Authority	
MR 6	Must submit a dully filled up Confidential Business Questionnaire, signed and stamped	
MR 7	Must submit dully filled form of tender, signed, and stamped	
MR 8	Must submit dully filled Self Declaration Forms (SD1, SD2 and Declaration and commitment to the code of ethics). All of them <b>MUST</b> be signed and stamped by the authorized signatory	
MR 9	Must submit current CR12 from the Registrar of Companies (generated within the last 12 months)	
MR 10	Must submit Power of Attorney indicating the name of the person who has been authorized to submit/Execute this agreement as binding document and this person shall sign all the documents related to this tender.	
MR 11	Must have National Construction Authority (NCA) <b>Registration Category 7 to NCA 5 for Buildings Works.</b>	
MR 12	Must have National Construction Authority (NCA) <b>Current Annual Practicing License for Category 7 to NCA 4 – Buildings works</b>	

### MR – Denotes Mandatory Requirement

At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions In any of the above mandatory requirements will be eliminated from the entire evaluation process and will not be considered further. **NB:** Non-compliance with any **MANDATORY** requirement will automatically lead to disqualification.

## Stage II: TECHNICAL EVALUATION

The successful bidders from Stage I of the Evaluation (Preliminary Evaluation) will proceed to Stage II (Technical Evaluation stage. Pass Points for Technical Evaluation will be **70%**.

Award of Points for the **Technical Evaluation** will be as follows: -

No.	PARAMETER	MAXIMUM POINTS
1	Key Personnel	10
2	General Experience and Volume of works	20
3	Specific Construction Experience	30
4	Contractor's Equipment's and Plants	10
5	Audited Financial Report for the last 3Years	5
6	Evidence of Financial Resources	20
7	Detailed work Program and Works Methodology	5
	<b>TOTAL</b>	<b>100</b>

Contractor's Representative and Key Personnel, which are specified as (for Key Personnel in Technical Evaluation)

No.	POSITION	Total Work Experience (years)	Experience In Similar Works (years)
1	<b>Site Agent</b> (Diploma in Building Construction OR Construction Management OR Civil Engineering OR Quantity Surveying OR Related Field)	5	2.5
2	<b>General Foreman</b> (Certificate in Building Construction OR Construction Management OR Civil Engineering OR Quantity Surveying OR Government Trade Test Grade I Certificate OR Related Field)	5	2.5

Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as (for **Contractor's Equipment's and Plants** in Technical Evaluation)

No.	Equipment Type and Characteristics	Minimum Number required
1	Concrete Mixer Type 5/3.5	1
2	Water Pump	2
3	Concrete vibrator poker	2
4	Pick-up or light truck	2
5	Survey Equipment	1
6	Air Compressor	1
7	Hist/Mobile Crane	1
8	Generator 5KVA	1
9	Circular saw	1



**TECHNICAL EVALUATION (100 Points)**

NO	PARAMETER	MAXIMUM POINTS	POINTS SCORED
<b>1</b>	<b>Key Personnel as detailed under clause 4 b (iv) of the Evaluation Criteria</b> <b>NB: Attach Curriculum Vitae and certificates</b>		
	<b>Site Agent with the relevant Qualifications</b> <ul style="list-style-type: none"> <li>• With relevant qualification and over 5 years general experience in similar works (5 marks)</li> <li>• With relevant qualification and experience below 5 years the requirements (3 marks)</li> <li>• With no relevant experience (0 marks)</li> </ul>	<b>5</b>	
	<b>General Foreman/Site Surveyor</b> <ul style="list-style-type: none"> <li>• With relevant qualifications and experience for 5 years ( 5marks)</li> <li>• With relevant qualifications and experience for less than 5 years ( 3marks)</li> <li>• With no relevant experience (0 marks)</li> </ul>	<b>5</b>	
<b>2</b>	<b>General Experience (Attach proof of evidence)</b> <b>General Experience</b>		
<b>2A</b>	Has been practicing as a Contractor for the last 5 years with and average annual Volume of works 25 million (25,000,000.00) and above (10marks)  Kshs.25million and above (10 marks) Below Kshs.12,500,00.00 million will be calculated on prorated basis i.e for 12,500,000 is $(12.5m/5m) * 10 = (5 \text{ marks})$	<b>10</b>	
<b>2B</b>	<b>Annual Volume of construction work done for the last Five (5) years:</b>  Annual volume of work done for the last 5years: <ul style="list-style-type: none"> <li>• 25million in each year and above (2 marks for each year total marks 10)</li> <li>• Below 5 million will be calculated on prorated basis per year i.e <math>(12.5m/5m) * 2 = (1 \text{ marks})</math> per year.</li> </ul>	<b>10</b>	

NO	PARAMETER	MAXIMUM POINTS	POINTS SCORED
3	<b>Specific Experience for the past 5 years (Attach proof of evidence) Five (5.) Projects done in the past 5 years.</b> Painting of other projects with paints as minimum component <ul style="list-style-type: none"> <li>• Each project to score a Maximum of (6 marks for 5No. Projects) (Project of similar nature, complexity, and magnitude)</li> <li>• Other projects with paint as a minimum component score half of the marks (3 marks) (Project of similar nature but lower value than the one in consideration)</li> <li>• Not undertaken/completed project of similar nature. (0 Marks)</li> </ul>	30	
4	<b>Contractor's Equipment's and Plants</b> Provide evidence of at least Three items <b>Owned and Operational</b> in Each listed category. Points will be awarded for each category below and for the number indicated as minimum required:- <ul style="list-style-type: none"> <li>• <b>Category I - Equipment -:</b> Generator (1No.), Steel Scaffolds, welding machine, Survey Equipment's, Poker Vibrator (1No.) and Water pump. (5 Marks)</li> <li>• <b>Category II- Light Plant -:</b> Concrete mixers (1No.), Pickup (1No.), Air compressor, Suspended Scaffolding (5 Marks)</li> </ul>	10	
5	<b>Audited financial report last Three [3] (Calendar or Financial) Years (2021,2022 and 2023)</b> Certified Audited Financial report for the year 2021,2022,2023 by a licensed auditor (5 Marks)	5	
6	<b>Evidence of financial resources lines of bank credit, over draft facility, Bank Instruments etc.)</b> <ul style="list-style-type: none"> <li>• Evidence of a line of credits, overdraft from a reputable bank; above Kshs 5,000,000.00 (20marks)</li> <li>• Kshs. 2,500,000.00 – 2,499,999.00(15marks)</li> <li>• Below Kshs 2,500,000.00 (5Marks)</li> </ul>	20	
7	<b>Detailed works program outlining the methodology of implementing the project to completion including the defects liability period.</b> <ul style="list-style-type: none"> <li>• The proposed Works program (3marks)</li> <li>• Cash Flow Projection (2marks)</li> </ul>	5	
	<b>TOTAL POINTS</b>	<b>100</b>	
	<b>MINIMUM POINTS</b>	<b>70</b>	

### **Stage III: NOTIFICATION OF AWARD**

Bidders who attain **70 %** Points and above will be subjected to Pricing and Arithmetical Analysis to determine compliance with the tender requirements.

Compliant tenders will be ranked according to the tender amounts quoted. Tender ranked 1<sup>st</sup> will be the one with the Lowest Evaluated Tender Price.

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

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

The Tenderer will be notified for Award.

# **QUALIFICATION FORMS**

# **QUALIFICATION FORM\***

1 Item No.	2 Qualification Subject	3 Qualification Requirement	4 Document To be Completed by Tenderer	5 For Procuring Entity's Use (Qualification met or Not Met)
1	Nationality	Nationality in accordance with ITT 3.6	Forms ELJ – 1.1 and 1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by Kenya Revenue Authority in accordance with ITT 3.14.	Attachment	
3	Conflict of Interest	No conflicts of interest in accordance with ITT 3.3	Form of Tender	
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.7	Form of Tender	
5	State- owned Enterprise	Meets conditions of ITT 3.8	Forms ELJ – 1.1 and 1.2, with attachments	
6	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELJ – 1.1 and 1.2, with attachments	
7	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1 <sup>st</sup> January [.....].	Form CON-2	
8	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Form of Tender	
9	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON – 2	
10	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1 <sup>st</sup> January [insert year].	Form CON – 2	
11	Financial Capabilities	(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings [insert amount] equivalent for the subject contract(s) net of the Tenderer's other commitments.  (ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Form FIN – 3.1, with attachments	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
		(iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last <i>[insert number of years]</i> years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.		
12	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings <i>[insert amount]</i> , equivalent calculated as total certified payments received for contracts in progress and/or completed within the last <i>[insert of year]</i> years, divided by <i>[insert number of years]</i> years	Form FIN – 3.2	
13	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last <i>[insert number of years]</i> years, starting 1 <sup>st</sup> January <i>[insert year]</i> .	Form EXP – 4.1	
14	Specific Construction & Contract Management Experience	<p>A minimum number of <i>[state the number]</i> similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1<sup>st</sup> January <i>[insert year]</i> and tender submission deadline i.e. .... (number) contracts, each of minimum value Kenya shillings..... equivalent.</p> <p><i>[In case the Works are to be tender as individual contracts under multiple contract procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options mentioned in ITT 35.4]</i></p> <p>The similarity of the contracts shall be based on the following: <i>[Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITT 34.3]</i></p>	Form EXP 4.2(a)	



# **TENDERING FORMS**

## **FORM OF TENDER (FT)**

## **FORM OF TENDER**

### **PROPOSED REPAIRS AND REHABILITATION WORKS** **TO NATIONAL HOUSING CORPORATION (NHC)** **BUILDING AT AGHA KHAN WALK** **NAIROBI COUNTY**

NOTE: All the Tender Documents sent herewith when completed are to be placed in the enclosed envelope which is to be sealed and sent to The Managing Director, National Housing Corporation (Procuring Entity), P.O. BOX 30257-00100, Nairobi, or placed in the tender box at the Ground Floor, NHC House, Agha Khan Walk, Harambee Avenue – Nairobi so as to arrive not later than.....on.....2024.

Tenders will be opened immediately thereafter on the same day and tenderers are invited to be present.

1. We the undersigned, having examined the Instruction to Tenderers (Part 1), Work requirements- Bills of Quantities (Part 2) and Conditions of Contract (Part 3) for the **Proposed Repairs and Rehabilitation works to National Housing Corporation (NHC) Building at Agha Khan Walk - Nairobi County** hereby tender and offer to execute, complete and maintain the whole of the said works for the sum of Kenya Shillings

.....

..... (Kshs..... Cts.....)

2. We agree to be bound by and submit to said Tender and Contract Documents, and agree that the rates set down herein shall form the basis for preparations of Payment Certificates and for valuations of variations which may be ordered in accordance with the Contract Conditions.
3. We agree to complete the works within.....(.....) from the date of Commencement of the Project.
4. It is hereby understood that the Procuring Entity is not bound to accept the lowest or any Tender.
5. We agree that this Tender shall remain valid and shall not be withdrawn within **One Hundred and Eighty Two (182)** days from the Closing date of the Tender.

6. We agree that unless and until a formal Agreement is prepared and executed, this Tender together with your written acceptance thereof shall constitute a **binding contract** between Ourselves and the Procuring Entity.

Signed:.....

Name of Firm:.....

(IN BLOCK LETTERS)

.....

Address:.....

Date:.....

In the presence of:-

Witness (Name).....

Signature.....

Address:.....

Occupation.....

Date.....

## SECTION IV - TENDERING FORMS

### QUALIFICATION FORMS

#### 1. FOREIGN TENDERERS 40% RULE

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

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

## 2. FORMEQU: EQUIPMENT

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



### 3. 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:</b> Contractor's Representative	
	<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:</b> <i>[insert title]</i>	
	<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. FORM PER - 2:

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

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

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

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

## Declaration

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

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

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

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

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

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

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

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

Countersignature of authorized representative of the Tenderer:

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

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

## 5. TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION

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

### 51 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>1. Establishing that the Tenderer is not under the supervision of the Procuring Entity</li><li>2. Included are the organizational chart and a list of Board of Directors</li></ul>

**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: _____
<p>1. Attached are copies of original documents of</p> <p><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.</p> <p><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 3.5.</p> <p>2. Included are the organizational chart and a list of Board of Directors.</p>

**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 <i>[insert year]</i> 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 <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
<input type="checkbox"/> Contract(s) withdrawn since 1 <sup>st</sup> January <i>[insert year]</i> 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)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
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 dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

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

## 5.4 **FORM FIN – 3.1:**

### Financial Situation and Performance

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

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

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

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

#### 5.4.1. Financial Data

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

\*Refer to ITT 15 for the exchange rate

#### 5.4.2 Sources of Finance

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

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

#### 5.4.3 Financial documents

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

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

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

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<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.

## 5.5 **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.

## 5.6 FORM FIN – 3.3:

### Financial Resources

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

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

## 5.7 FORM FIN – 3.4:

### Current Contract Commitments / Works in Progress

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

Current Contract Commitments					
No.	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month]
1					
2					
3					
4					
5					

## 5.8 **FORM EXP - 4.1**

### **General Construction Experience**

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

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

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

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

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

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

## 5.9 **FORM EXP - 4.2(a)**

### Specific Construction and Contract Management Experience

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

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

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

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

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

## 5.9 **FORM EXP - 4.2(a)**

### Specific Construction and Contract Management Experience

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

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

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

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

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



**5.9 FORM EXP - 4.2 (a) (cont.)**

**Specific Construction and Contract Management Experience (cont.)**

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

## 5.10 **FORM EXP - 4.2(b)**

### Construction Experience in Key Activities

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

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

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

Sub-contractor's Name<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

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

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

## **OTHER FORMS**

## **OTHER FORMS**

### **6. FORM OF TENDER**

**(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)**

#### ***INSTRUCTIONS TO TENDERERS***

- i) *All italicized text is to help the Tenderer in preparing this form.*
- ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (xxii) below.*

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

**Name**                      **and**                      **Identification:**.....[insert                      identification] **Alternative**

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

To: ..... [Insert complete name of Procuring Entity]

**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<sup>3</sup> of Kenya Shillings [[Amount in figures] \_\_\_\_\_ Kenya Shillings  
[amount in words] \_\_\_\_\_, within a  
period of ..... (.....) **Weeks**
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Architect 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. We 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;

<sup>3</sup> This sum should be carried forward from the Summary of the Bills of Quantities.

<sup>4</sup> The percentage quoted above should not include provisional sums, and not more than two foreign currencies are allowed.

- 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 sub-contractor, 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, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- 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; and
- 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) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- xxii) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
- a) Tenderer's Eligibility: Confidential Business Questionnaire - to establish we are not in any conflict of 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]

Dated signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notes

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

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

(a) **TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE**

**Instruction to Tenderer**

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

(a) **Tenderer's details**

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

**General and Specific Details**

(b) **Sole Proprietor**, provide the following details.

Name in full \_\_\_\_\_ Age \_\_\_\_\_  
Nationality \_\_\_\_\_ Country of Origin \_\_\_\_\_  
Citizenship \_\_\_\_\_

(c) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) **Registered Company**, provide the following details.

I) Private or public Company \_\_\_\_\_



ii) State the nominal and issued capital of the Company\_\_\_\_\_

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	<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			

**(iii) 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 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		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

### Certification

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

Full Name\_\_\_\_\_

Title or Designation\_\_\_\_\_

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

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

## **b) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

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

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

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

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

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

(c) SELF- DECLARATION FORMS

**FORM SD1**

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

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

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

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder Official Stamp

## FORM SD2

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

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

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

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder's Official Stamp

## DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

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

E-mail.....

Name of the Firm/Company.....

Date.....

**(Company Seal/ Rubber Stamp where applicable)**

Witness

Name.....

Sign.....

Date.....

**(d) APPENDIX 1 - FRAUD AND CORRUPTION**

*(Appendix 1 shall not be modified)*

**1. Purpose**

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

**2. Requirements**

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

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

- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or as set disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
  - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity 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 in to, take part in any decision relating to the procurement or contract; and
  - c) shall not be a subcontractor or for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the 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.

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

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

<sup>1</sup>For the avoidance of doubt, a party's eligibility 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]

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

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

\_\_\_\_\_  
[Seal]

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

## FORM OF TENDER - SECURING DECLARATION

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

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

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

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

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of 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	<i>[To be entered by the Procuring Entity]</i>

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## **PART II - WORKS REQUIREMENTS (BILL OF QUANTITIES)**

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**PROPOSED REPAIRS AND REHABILITATION WORKS**

**TO NATIONAL HOUSING CORPORATION (NHC)**

**BUILDING AT AGHA KHAN WALK**

**NAIROBI COUNTY**

**BILL OF QUANTITIES**

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## **SECTION FIVE**

### **TRADE PREAMBLES**



## **GENERAL PREAMBLES AND PRICING NOTES**

### **A. GENERAL PREAMBLES**

The General Specification as prepared by the National Housing Corporation is issued to the Contractor with the Bills of Quantities.

All items in the Bills of Quantities shall conform to the full Specification for similar items in the General Specification.

Where the wording "as described" is included in the Bills of Quantities this wording shall be construed as either an abbreviation of a detailed description for similar items in the General Specification or as a reference to the preambles.

Where detailed descriptions in the Bills of Quantities differ in any respect to similar descriptions in the General Preambles, then such descriptions in the Bills of Quantities shall be deemed to take precedence.

### **B. EXCAVATION**

Shall be to the widths and depths indicated on the drawings or to such lesser or greater depth as the Engineer may deem necessary and so instruct the contractor in order to obtain satisfactory foundations.

### **C. STARTING LEVEL**

Unless otherwise described the starting level of all excavations has been measured from the level remaining after completion of reduced level excavation, generally taken as the underside of 200 surface strips.

### **D. CLASSIFICATION OF EXCAVATED MATERIAL CLASS I ROCK OR HEAD MATERIAL**

This class shall consist of all materials which cannot be removed except by blasting, by the use of metal wedges and sledgehammers or by ripper with heavy tractor and rear mounted hydraulic single type heavy -duty ripper.

Boulders greater than 0.5CM; when their nature and size is such that they cannot be removed without recourse to one or more of the methods described above shall also be in class one.

**EXCAVATION (CONT'D)**

Where the boulders constitute 50% or more of a particular part of the excavation, such part shall be considered as class 1 material throughout.

**A. CLASS 2 NORMAL OR SOFT MATERIAL**

This class shall constitute all materials which can be removed without recourse to the methods described for class I above, and/or class 3 below.

**B. CLASS 3-COMPACTED GRAVEL OR DECOMPOSED ROCK**

This class shall constitute of all materials such as consolidated murram gravel decomposed or stratified rock, stone and boulders less than 0.5CM, harder than class 2, but which can be excavated by ripping or which in confined spaces, requires excavation by hand using compressor tools.

**C. EXCAVATION WORK**

Excavation work is measured net as before digging and the Contractor must allow for increases in bulk after digging.

**D. FILLING**

Filling is measured net after consolidation. Filling obtained from surplus excavated materials is to be free from all weeds, roots, vegetable soil or other unsuitable materials and is to be filled in layers each of not more than 225mm finished thickness. Each layer shall be well wetted and consolidated as described hereafter.

**E. NO BORROW PITS**

No borrow will be allowed to be opened on the site.

**F. REMOVAL OF SURPLUS MATERIALS**

All surplus excavated material, where so directed, and all rubbish, is to be carried away from the site and the Contractor shall find his own dump and pay all charges.

**A     FOUNDATIONS NOT TO BE COVERED**

No excavations or foundations work shall be filled in or covered up until all measurements necessary for the adjustment of variations have been made by the Surveyor.

**B     HARDCORE FILLING**

Hardcore for filling under floors, etc, shall be hard broken quarry waste to the approval of the Engineer broken to pass not greater than a 150mm ring or to be 75% of the finished thickness of the layers being compacted whichever is the lesser and graded so that it can be easily and thoroughly compacted by rolling. The filling is to be laid in layers each of a consolidated thickness not exceeding 225mm and well watered and rolled with a vibrating roller where rolling is impossible, compaction shall be by hand or mechanical tampers.

The top surface of the hardcore shall be levelled or graded to falls as required and blinded with similar material broken to 25mm gauge and surfaced with 50mm layer of stone dust or murram, well watered and rolled to receive concrete or paving.

## **CONCRETE WORK**

### **A. NOTES CONCERNING MEASUREMENT AND PRICING**

The Contractor must allow for all costs incurred during progress of the contract for complying with the provisions concerning the preparation and use of graded mixes.

Prices for concrete shall include for mixing and depositing as described or indicated and for hoisting and depositing at the various levels required throughout the building and shall also include for forming or hacking a satisfactory key for all faces receiving asphalt and plaster work. Prices for slabs shall also include for levelling off the surface as described under "Compaction" and all temporary formwork to form construction joints at bay edges.

Prices for reinforced concrete shall, in addition, include for filling into, between or on formwork, and thoroughly compacting between and around rods or fabric reinforcement and for forming all additional construction joints between varying mixes. Where described as 'vibrated', prices must include for fully vibrating as described.

Prices for formwork shall include for extra material at joints, extra labour and waste for narrow widths, small quantities, overlaps, passing at angles straight cutting and waste, splayed edges, notching, etc and for fixing at the various levels including battens, struts, and supports for bolting, wedging, easing, striking and removal. Prices for linear items such as boxing shall include for angles and ends.

Prices for steel rod reinforcement shall include for cutting to lengths and all labour in bending and cranking, forming hooked ends, handling, hoisting and fixing in position and for providing all necessary tying wire and supports. Prices for fabric reinforcement shall include for all straight cutting and waste, handling, hoisting and fixing in position, producing all necessary tying wire supports and all extra material laps.

Prices of all precast concrete shall include for all moulds, finishing as described, handling reinforcement, hoisting and fixing at the required levels, bedding, jointing and pointing in cement and sand (1:5) mortar also for casting or cutting to the exact lengths required and any waste resulting from such cutting.

**A. ARCHITECT/ENGINEER**

For the purpose of the concrete structure the Structural Engineer shall be deemed invested with the duties and be the representative of the Architect.

**B. CODE OF PRACTICE**

All workmanship, materials, tests and performance in connection with the reinforced concrete work are to be in conformity with the latest edition of the British Standard Code of Practice (BS 8110 of 1997 "The Structural Use of Reinforced Concrete in Buildings") where not inconsistent with these Preambles.

**C. SUPERVISION**

A competent person approved by the Engineer shall be employed by the Contractor whose duty will be to supervise all stages in the preparation and placing of the concrete. All cubes shall be made and site tests carried out under his direct supervision, in consultation with the Engineer.

**D. CONTRACTOR'S PLANT, EQUIPMENT AND CONSTRUCTION PROCEDURES**

Not less than 30 days prior to the installation of the Contractor's plant and equipment for processing, handling, transporting, storing and proportioning ingredients, and for mixing, transporting and placing concrete, the Contractor shall submit drawings for approval by the Engineer, showing proposed general plant arrangement, together with a general description of the equipment he proposes to use.

After completion of installation, the operation of the plant and equipment shall be subject to the approval of the Engineer.

Where these Preambles, the Bills of Quantities or the Drawings require specific procedures to be followed, such requirements are not to be construed as prohibiting the use by the Contractor of alternative procedures if it can be demonstrated to the satisfaction of the Engineer that equal results will be obtained by the use of such alternatives.

**CONTRACOR'S PLANT, EQUIPMENT AND CONSTRUCTION PROCEDURES  
(CONT'D)**

Approval of plant and equipment or their operation, or of any construction procedure, shall not operate to waive or modify any provision or requirements contained in these Preambles governing the quality of the materials of the finished work.

**A. LEVELS AND FOUNDATIONS**

The foundations of the works shall be carried down to depths as directed by the Engineer and they must be cut as nearly to the size of the concrete as possible and the vacant spaces between the concrete and the solid ground, except where otherwise shown, must be carefully filled in as directed by the Engineer.

All temporary timbering shall be removed but should any timber be left in or should any other work be done beyond that specified; it will be at the Contractor's own cost.

**B. TOLERANCE**

All insitu concrete work shall be dimensionally accurate to within the following tolerances:-

- .01    between the centre line of principal member's columns or beams  
        +/- 5mm up to 15 metres c/c  
        +/- 10mm over 15 metres c/c  
        Note the +/- 10mm tolerance shall not be accumulative.
- .02    In storey height  
        +/- 5mm floor to floor
- .03    In plumpness of columns and walls  
        +/- 10mm on any storey or overall the structure

**TOLERANCE (CONT'D)**

- .04 In level of floors  
+ 5mm /- 3mm of the true prescribed horizontal surface level
- .05 In cross sectional dimensions of column beams and walls  
+ 5mm/- 3mm in any dimensions up to 2 metres overall  
+10mm/- 3mm in any dimension over 2 metres.
- .06 Cover to reinforcement  
+5mm/5 of the stated covers

The Contractor shall be responsible for the cost of all corrective measures required by the Engineer to rectify work which is not construed within the tolerances set out above.

**A. MATERIALS GENERALLY**

All materials which have been damaged, contaminated or have deteriorated or do not comply in any way with the requirements of these Preambles shall be rejected and shall be removed immediately from the Site at the Contractor's own expense. No materials shall be stored or stacked on suspended floors without the Engineer's prior approval.

**B. SAMPLES AND TESTING**

Every facility shall be provided to enable the Engineer to obtain samples and carry out tests on the materials and construction. If these tests show that any of the materials and construction do not comply with the requirements of these Preambles, the Contractor will be responsible for the costs of the tests and the replacement of defective materials and/or construction.

**A. CEMENT**

Cement unless otherwise specified shall be ordinary Portland Cement of a brand approved by the Engineer and shall comply with the requirements of B.S. 12, with the exceptions that it may contain reactive volcanic ash of not more than 10 per cent of the total weight and the quality of insoluble residue permitted in B.S. 12 may be exceeded on this account only. A manufacturer's Certificate of Test in accordance with B.S. 12 shall be supplied for each consignment delivered to the site.

Cement may be delivered to the site either in bags or in bulk. If delivered in bags, each bag shall be properly sealed and marked with the manufacturer's name and on the site it is to be stored in a weather proof shed of adequate dimensions with a raised floor. Each consignment shall be kept separate and marked so that it may be used in the sequence in which it is received. Any bag found to contain cement which has set or partly set shall be completely discarded and not used in the works. Bags shall not be stored more than 1.5m in height.

**B. AGGREGATES**

Aggregates shall conform with the requirements of B.S. 882 and the sources and types of all aggregate are to be approved in all respects by the Engineer before work commences.

The grading of aggregates shall be one within the limits set out in B.S.882 and as later specified and the grading, once approved, shall be adhered to throughout the works and not varied without the approval of the Engineer. Fine aggregate shall be clean, coarse, siliceous sand of good, sharp, hard quality and shall be free from lumps of stone, earth, loam, dust, salt, organic matter and any other deleterious substances. It shall be graded within the limits of Zone 1 or 2 of Table 2 of B.S. 882.

Coarse aggregate shall be good, hard, clean, approved black trap or similar stone, free from dust, decomposed stone, clay, and earth matter, foreign substances of friable thin elongated or laminated pieces. It shall be graded within the limits of Table 1 of B.S. 882 for its respective nominal size.



**AGGREGATES (CONT'D)**

If in the opinion of the Engineer, the aggregate meets with the above requirements but is dirty or adulterated in any manner it shall be screened and/or washed with clean water at the Contractor's expenses.

Aggregates shall be delivered to the site in their prescribed sizes or grading and shall be stocked-piled on paved areas or boarded platforms in separate units to avoid intermixing. **On no account shall aggregates be stock-piled on the ground.**

The Engineer shall be entitled to require a Certificate from an approved testing laboratory in connection with each source of fine and coarse aggregate showing that materials comply with the Specification. All such testing be carried but at the Contractor's expense.

**A. WATER**

The water used for mixing concrete shall be from an approved source, clean, fresh and free from impurities and comply with the requirements of B.S.3148.

**B. EXPANSION JOINT FILLER**

Expansion joint filler shall be "Flexcel" as manufactured by Expedite Ltd, "Resilex" as manufactured by Evomastics Ltd or equivalent and approved filler.

**C. CONCRETE STRENGTHS**

Grade "35", "30", "25" and "20" concrete shall have minimum strengths as given by Works Cube Tests shown on Page 2/9

	<b>MINIMUM CRUSHING STRENGTHS</b>	<b>DITTO</b>	<b>DITTO</b>	<b>DITTO</b>
	Grade 35	Grade 30	Grade 25	Grade 20
7 days	23.5 N/mm <sup>2</sup>	20.00 N/mm <sup>2</sup>	16.5N/mm <sup>2</sup>	13.5 N/mm <sup>2</sup>
28 days	35.0 N/mm <sup>2</sup>	30.0 N/mm <sup>2</sup>	25.0 N/mm <sup>2</sup>	20.0 N/mm <sup>2</sup>

### **CONCRETE STRENGTHS (CONT'D)**

The average strength obtained from cube tests shall be 10 percent higher than the minimum strength shown above.

Grades lower than those given shall be of nominal mixes and may be measured by volume or weight. Unless the Engineer directs so, no cube tests will be required for these grades.

Nominal mix by column	-	1:3:6	1:4:8
Cube metres of Fine Aggregate Per 50Kgs bag of cement	-	0.12	0.16
Cubic metres of Fine Aggregate Per 50Kgs bag of cement	-	0.24	0.32
Max size of Coarse Aggregate	-	20mm	20mm

#### **A. CEMENT**

The quantity of cement shall be measured by weight or volume. Where delivered in bags, each batch of concrete is to use one or more whole bags of cement.

#### **AGGREGATE**

- (i) For grades "35", "30", "25" concrete aggregates shall be measured by weight in a weight batching machine as described hereafter.
- (ii) For lower grade concrete, aggregates may be measured by weight or by volume, where approved gauge boxes of such a size as will give the correct proportions shall be used.

#### **B. WEIGHT BATCHING MACHINES**

Weight batching machines shall be of an approved type and shall be properly maintained and checked for accuracy at regular intervals.

**A. CONCRETE MIXES**

The weights of fine and coarse aggregate to be used in concrete mixes "35", "30" and "20" shall be limited in accordance with the table below. The proportions of fine to coarse aggregate and cement which the contractor proposes to use for each of the mixes specified shall first be approved by the Engineer. The contractor will then be required to prepare Preliminary Test Cubes and have these cubes tested as described for Work Cube Tests.

The test results should be submitted to the Engineer in sufficient time for further tests to be carried out should they prove unsatisfactory. Cube strengths in the preliminary tests must show crushing strengths at least 25 per cent higher than the strengths specified for work cube test. If contractor is unable to produce specified cube strengths he will be required at his own cost to increase the cement contents of the mix until satisfactory results are produce.

The Engineer may require at any time during the Contract the proportions of fine to coarse aggregate to be altered in order to produce a mix of greater strengths or improved workability and providing that the total proportions of aggregate to cement remain unchanged, no claim for additional cost will be considered.

GRADE	Grade 35	Grade 30	Grade 25	Grade 20
Minimum cement Content by weight to Combined total	Design Mix	1:1:2	1:1½:3	1:2:4
Weight of aggregate	1 to 4	1 to 4	1 to 5	1 to 6

Work cubes are to be made at intervals as required by the Engineer and the contractor shall provide a continuous record of the concrete work. The cubes shall be made in approved 150mm moulds in strict accordance with the Code of Practice.

Six cubes shall be made on each occasion, from difference batches, the concrete being taken from the point of deposit.

**CONCRETE MIXES (CONT'D)**

Each cube shall be marked with a distinguishing number (number to run consecutively) and the date, and a record shall be kept on site, giving the following particulars: -

- (a) Cube No.
- (b) Date made
- (c) Location in work
- (d) 7-day Test

Date:.....

Strength:.....

- (e) 28-day Test

Date:.....

Strength:.....

Cubes shall be forwarded, carriage paid to an approved Testing Authority in time to be tested three at 7-days and three at 28-days. No cube shall be dispatched within three (3) days of casting.

Copies of all Work Cube Test results shall be forwarded to the Engineer and one shall be retained on the site.

If the strengths required above are not attained and maintained throughout the carrying out of the Contract, the Contractor will be required to increase the proportion of cement and/or substitute letter aggregate so as to find concrete which does comply with the requirement of the Contract. The Contractor may be required to remove and replace at his own cost any concrete which fails to attain the required strength as ascertained by Work Cube Tests.

## **CONCRETE MIXES (CONT'D)**

The Contractor must allow in his rates for concrete test cubes for all expenses in connection with the preparation and conveyance to the Testing Laboratory and testing of test cubes and no claim in respect of his failure to do so will be entertained.

### **A. MAKING AND PLACING OF CONCRETE**

The concrete shall be mixed only in approved power-driven mixers of a type and capacity suitable for the work and in any event not smaller than 0.5/0 33 cu.m capacity.

The mixer shall be equipped with an accurate water measuring device. All materials shall be thoroughly **mixed dry** before the water is added and the mixing of each batch shall continue for a period of **not less than three minutes** after the water has been added and until there is a uniform distribution of the materials and the mass is uniform in colour.

The entire contents of the mixed drum shall be discharged before recharging. The volume of mixed materials shall not exceed the rated capacity of the mixer. Whenever the mixer is started, 10 per cent extra cement shall be added to the first batch and no extra payment will be made on this account.

As a check on concrete consistency, slump tests may be carried out and shall be in accordance with BS. 1881. The Contractor shall provide the necessary apparatus and allow for the costs of such tests. The slump of the concrete made with the specified water content, using dry materials shall be determined and the water to be added under wet conditions shall be so reduced as to give approximately the same slump.

The concrete shall be mixed as near to the place where it is required as is practicable, and only as much as is required for a specified section of the work shall be mixed at one time, such section being commenced and finished in one operation without delay.

### **MAKING AND PLACING OF CONCRETE (CONT'D)**

All concrete must be efficiently handled and used in the works within twenty (20) minutes of mixing. It shall be discharged from the mixer direct either into receptacles or barrows and shall be distributed by approved means which do not cause separation or otherwise impair the quality of the concrete. Approved mechanical means of handling will be encouraged, but the use of chutes for placing concrete is subject to the prior approval of the Engineer.

Concrete shall be placed from a height not exceeding 1.500m. directly into its permanent position and shall not be worked along the shutters to that position. Unless otherwise approved, concrete shall be placed in a single operation to the full thickness of slabs, beams and similar members, and shall be placed in horizontal layers not exceeding 1.500m. deep in walls and similar members.

Concrete in columns may be placed to a height of 4.000m. with careful placing and vibration and satisfactory results. Where the height of the column exceeds 4.00m. suitable openings must be left in the shutters so that this maximum lift is not exceeded.

Concrete shall be placed continuously until completion of the part work between construction joints as specified hereinafter or of a part of approved extent. At the completion of a specified or approved part, a construction joint of the form and in the position hereinafter specified shall be made. If stopping of concreting be unavoidable elsewhere, a construction joint shall be made where the work is stopped. **A record of all such joints must be made by the Contractor and a copy supplied to the Engineer.**

Any accumulation of set concrete on the reinforcement shall be removed by wire brushing before further concrete is placed.

The Contractor shall provide runways for concreting to the satisfaction of the Engineer. Under no circumstances will the runway be allowed to rest on the reinforcement.

Care shall be taken that the concrete is not disturbed or subjected to vibrations and shocks during the setting period.

## **MAKING AND PLACING OF CONCRETE (CONT'D)**

Mixing machines, platforms and barrows shall be clean before commencing mixing and be cleaned on every session of work.

Where concrete is laid on hardcore or other absorbent materials, the base shall be suitable and sufficiently wetted before the concrete is deposited.

### **A. COMPACTION**

At all times during which concrete is being placed, the Contractor shall provide adequate trained and experienced labour to ensure that the concrete is compacted in the forms to the satisfaction of the Engineer.

Concrete shall not be placed at a rate greater than will permit satisfactory compaction or to a depth greater than 450mm before it is compacted.

During and immediately after placing the concrete shall be thoroughly compacted by means of continuous tamping, spacing, slicing and vibration. **Vibration is required for concrete of Grades "35", "25" and "20".**

Care shall be taken to fill every part of the forms, to work the concrete under and around reinforcement without displacing it and to avoid disturbing recently placed concrete which has begun to set. Any water accumulating on the surface of newly placed concrete shall be removed and no further concrete shall be placed thereon until such water is removed.

Internal vibrations shall be of a frequency of not less than 7,000 cycles per minute and shall have a rotating eccentric weight of at least 0.75Kg with an eccentricity of not more than 15mm. Such vibrators shall visibly affect the concrete within a radius of 250mm from the vibrator.

Internal vibrators shall not be inserted between layers of reinforcement less than one half times the diameter of the vibrators apart. Contact between vibrators and reinforcement and vibrators and formwork shall be avoided.

Internal vibrators shall be inserted vertically into the concrete wherever possible at not more than 500mm centres and shall constantly be moved from place to place.

## **COMPACTION (CONT'D)**

No internal vibrator shall be permitted to remain in any one position for more than ten seconds and it shall be withdrawn very slowly from the concrete.

In consolidating each layer of concrete, the vibrating head shall be allowed to penetrate and re-vibrate the concrete in the upper portion of the underlying layer. In the area where newly placed concrete in each layer joins previously placed concrete more than usual, vibration shall be performed, the vibrator penetrating deeply at close intervals along these contacts. Layers of concrete shall be placed until layers previously placed have been vibrated thoroughly as specified.

Vibrators shall not be used to move concrete from place to place in the formwork.

At least one internal vibrator shall be operated for every two cubic metres of concrete placed per hour and at least one spare vibrator shall be maintained on site in case of breakdown during concreting operations.

External formwork vibrators shall be of the high frequency low amplitude type applied with the principal direction of vibration in the horizontal plane. They shall be attached directly to the forms at not more than 1.200mm centres.

In addition to internal and external vibration, the upper surface of suspended floor slabs shall be levelled with a tamping or vibrating screed prior to finishing. Vibrating elements shall be of the low frequency high aptitude type operating at a speed of not less than 3.000 r.p.m.

### **A. CONSTRUCTION JOINTS**

Construction joints shall be permitted only at the positions predetermined on the Drawings or as instructed on the sites by the Engineer. In general they shall be perpendicular to the lines of principal stresses and shall be located at points of minimum shear, viz. vertically at, or near mid-spans of slabs, ribs and beams.



## **CONSTRUCTION JOINTS (CONT'D)**

Suspended concrete slabs are generally to be cast using alternate bay construction in bays not exceeding 15.00m in length. No two adjacent bays are to be cast within a minimum period of 48 hours of each other.

The joints between adjacent bays are to be in positions agreed with the Engineer.

Under no circumstances shall concrete be allowed to tail-off, but it shall be deposited against stopping-off boards.

Before placing new concrete against already hardened, the face of the old concrete shall be thoroughly hacked, roughened and cleaned and laitance and loose material removed there from, and immediately before placing the new concrete the surface shall be saturated with water and covered with a coat of mortar at least 25mm in thickness composed of cement and fine aggregate in the proportions used in the concrete.

### **A. CURING AND PROTECTION**

Care must be taken no concrete is allowed to become prematurely dry and the fresh concrete must be carefully protected within two hours of placing from rain, sun and wind by means of hessian sacking, polythene sheeting, or other approved means. This protective layer and the concrete itself must be kept continuously wet for at least seven days after the concrete has been placed. The Contractor must allow for the complete coverage of all fresh concrete for a period of 7 days. Hessian or polythene sheeting shall be in the maximum widths obtainable and shall be secured against wind. **The Contractor will not be permitted to use bags, hessian or other material in small places.**

Concrete in foundations and other underground work shall be protected from admixture with falling earth during and after placing.

Traffic or loading must not be allowed on the concrete until the concrete is sufficiently matured and in no case shall traffic or loading be of such magnitude as to cause deflection or other movement in the formwork or damage to the concrete members. Where directed by the Engineer, props may be required to be left in position under slabs and other members for greater periods than those specified hereafter.

**A. FAULTY CONCRETE**

Any concrete which fails to comply with these Preambles or which shows signs of setting before it is placed shall be taken out and removed from the site. Where concrete is found to be defective after it has set, the concrete shall be cut out and replaced in accordance with the Engineer's instructions. **On no account shall any faulty, honeycombed, or otherwise defective concrete be repaired or patched until the Engineer has made an inspection and issued instructions for the repair.** The whole of the cost whatever, which may be occasioned by the need to remove faulty concrete, shall be borne by the Contractor.

**B. ROD REINFORCEMENT**

The steel reinforcement shall comply with the latest requirements of the following British Standards:-

4449:	1988	Specification for bars for the reinforcement of concrete.
4466:	1989	Bending dimensions and scheduling of bars for the reinforcement of concrete
4483:	1985	Steel fabrics for the reinforcement of concrete

The Contractor shall submit a test certificate of the rolling. Reinforcement shall be stored on racks above ground level. All reinforcement shall be free from loose mill scales or rust, grease, paint or other substances likely to reduce the bond between the steel and concrete.

**C. FABRIC REINFORCEMENT**

Fabric reinforcement shall be electrically cross-welded steel wire mesh reinforcement to B.S. 4483 and of the size and weight specified.

**A. FIXING ROD REINFORCEMENT**

Reinforcement shall be accurately bent to the shapes and dimensions shown on the Drawings and Schedules and in accordance with B.S. 4466. Reinforcement must cut and bent cold and no welded joints will be permitted unless so detailed.

No concreting shall be commenced until the reinforcement in position and until his approval has been obtained. The Contractor shall give two clear day's notice of his intention to concrete to the Engineer.

The Contractor is responsible for maintaining the reinforcement in its correct position, according to the Drawings, before and during concreting. During concreting a competent steel fixer must be in attendance on the concertos to adjust and correct the positions of any reinforcement which may be displaced. The vibrators are not to come into contact with the reinforcement.

Irrespective of whether any inspection and/or approval of the fixing of the reinforcement has been carried out as above, it shall be the Contractor's sole responsibility to ensure that the reinforcement complies with the details on the drawings or bending schedules and is fixed exactly in the positions shown therein and in the positions to give the prescribed cover.

**B. COVER TO ROD REINFORCEMENT**

The Contractor will be held entirely responsible for any failing or defect in any portion of the reinforced concrete structure and including any consequent delay, claims, third party claims, etc., where it is shown that the reinforcement has been incorrectly positioned or is incorrect in size or quantity with respect to the detailed drawings or bending schedules.

Spacing blocks of approved size and shape of concrete similar to that used in the surrounding construction and fixed to the reinforcement on formwork by No.18 S.W.G. wires set into the spacer blocks or other approved means shall be provided where necessary to ensure that the requisite cover is obtained. The Contractor is to include providing sufficient such spacer blocks in his prices for steel reinforcement.

**COVER TO ROD REINFORCEMENT (CON'TD)**

Unless otherwise directed the concrete cover to rod reinforcement over main bars in any face shall be:-

Foundations against earth face	75mm
Foundations against blinding	50mm
Columns	40mm
Beams	25mm
Slabs	20mm
Walls	25mm

**A. FIXING FABRIC REINFORCEMENT**

The fabric shall be free from scale, rust, grease or other substance likely to reduce the bond between the steel and the concrete and shall be laid with minimum 300mm laps and bound with No.18 S.W.G. appealed iron wire.

Where reinforcement projects from a concrete section of the structure and this reinforcement is expected to remain exposed for some time, it is to be coated with cement grout to prevent rust staining on the finished concrete. This grout is to be brushed off the reinforcement prior to the continuation of concreting.

**B. FIXTURES AND INDENTATIONS IN CONCRETE**

No openings, chases, holes or other voids shall be formed in the concrete without the approval of the Engineer. Details of any fixtures to be permanently build into the concrete including the proposed positions of all conduits 25mm and over in diameter shall be submitted to the Engineer for his approval before being placed.

**A. CHASES, HOLES ETC IN CONCRETE**

The Contractor shall be responsible for the co-ordination with the Electrical and other Sub-Contractors for incorporating electrical conduits, pipes, fixing blocks, chases, holes and the like in concrete members as required and must ensure that adequate notice is given to such Sub-Contractors informing them when concrete members incorporating the above are to be poured. The Contractor shall submit full details of these items to the Engineer for approval before the work is put in hand. All fixing blocks, chases, holes etc. to be left in the concrete shall be accurately set out and cast with the concrete.

Unless otherwise instructed by the Engineer, all electrical conduits to be positioned within the reinforced concrete shall be **fixed inside** the steel cages of beams and columns and **between the top and bottom** steel layers in slabs and similar members.

**B. FORMWORK**

The method and systems of formwork which the Contractor proposes to use shall be approved by the Engineer before construction commences. Formwork shall be substantially and rigidly constructed of timber or steel or precast concrete or other approved material.

All timber for formwork shall be of good sound, clean, sawn, well seasoned timber, free from warps and loose knots and of scantlings sufficiently strong for their purpose.

**C. CONSTRUCTION OF FORMWORK**

All formwork shall be of sufficient thickness and with joints close enough to prevent undue leakage of liquid from the concrete and fixed to proper alignment, level and plumb and supported on sufficiently strong bearers, shores, braces, plates, etc. properly held together by bolts or other fastenings to prevent displacement, vibration or movement by the weight of materials, men and plant on same and so wedged and clamped as to permit of casing and removal of the formwork without jarring the concrete.

### **CONSTRUCTION OF FORMWORK (CONT'D)**

Where formwork is supported on previously constructed portions of the reinforced concrete structural frame, the Contractor shall by consultation with the Engineer ensure that the supporting concrete structure is capable of carrying the load and/or sufficiently propped from lower floors or portions of the frame to permit the load to be temporarily carried during construction.

Soffits shall be erected with an upward camber of 10mm for each 4.000m of horizontal span or as directed by the Engineer.

Great care shall be taken to make and maintain all joints in the formwork as tight as possible, to prevent the leakage of grout during vibration. All faulty joints shall be caulked to the Engineer's approval before concreting.

The formwork shall be sufficiently rigid to ensure that no distortion or bulging occurs under the effects of vibration. If at any time the formwork is insufficiently rigid or in any way defective the Contractor shall strengthen or improve such formwork as the Engineer may direct.

The Contractor's attention is drawn to the various surface textures and applied finishes required and the faces of formwork next to the concrete must be of such material and construction and be sufficiently true to provide a concrete surface which will in each particular case permit the specified surface treatment or applied finish.

All surfaces which will be in contact with concrete shall be oiled or greased to prevent adhesion of mortar. Oil or grease shall be of a non-staining mineral type applied as a thin film before the reinforcement is placed. Surplus moisture shall be removed from the forms prior to placing of the concrete.

Temporary openings shall be provided at the base of columns wall and beams and at any other points where necessary to facilitate cleaning and inspection immediately before the pouring of concrete. Before the concrete is placed the shuttering shall be trued-up and any water accumulated therein shall be removed. All sawdust, chips, nails and other debris shall be washed out or otherwise removed from within the formwork.

## **CONSTRUCTION OF FORMWORK (CONT'D)**

The reinforcement shall then be inspected for accuracy of fixing. Immediately before placing the concrete, the formwork shall be well wetted and inspection openings shall be closed.

The erection, casing, striking and removing of all formwork must be done under the personal supervision of competent foremen, and any damage occurring through faulty formwork or its incorrect removal shall be made good by the Contractor at his own expense.

After removal of formwork, all projections, fins etc on the concrete surface shall be chipped off and made good to the requirements of the Engineer at the Contractor's expense. Any voids or honeycombing shall be treated as described under "Faulty concrete".

### **A. STRIPPING FORMWORK**

All formwork shall be removed without undue vibration or shock and without damage to the concrete. No formwork shall be removed without the prior consent of the Engineer and the minimum periods that shall elapse between the placing of the concrete and the striking of the formwork will be as follows:-

Beam sides, wall and columns (unloaded)	-	2 days
Slab soffits (props left under)	-	3 days
Beam soffits (props left under)	-	7 days

Removal of props (partly subject to 7 days concrete cube strength being satisfactory)

Slabs	-	10 days
Beams	-	14 days

If the Contractor wishes to take advantage of the shorter stripping times permitted for beam and slab soffits when props are left in place, he must so design his formwork that sufficient props as agreed with the Engineer can remain in their original position without being moved in any way until expiry of the minimum time for removal of props. Stripping and re-propping will not be permitted.

### **STRIPPING FORMWORK (CONT'D)**

The above times may be reduced in certain circumstances, at the discretion of the Engineer provided an approved method is adapted at the Contractor's expense to ensure that the required concrete strength is attained before the forms are stripped.

The tops of retaining walls shall be adequately supported with stout raking props at intervals required by the Engineer. These props are not to be removed until after 7 days after casting of the floor slab.

#### **A. FAIR FACE FINISHED**

Where fair face finish is specified the concrete shall be brought to a perfectly true smooth and even surface by rubbing with carborundum stone dipped in cement grout. Such work must be commenced within one hour of removing the formwork and actively and rapidly pursued until completed, the objective being to complete the finish as soon as possible after removal of shuttering. On no account may such work be postponed to a later stage in the contract. Fair face surfaces shall be clean, smooth, even true, to form and free from all board marks, joints marks, honeycombing, pitting. Etc. The Contractor is permitted at his own expense to provide smooth lining to the forms which will achieve the required finish without rubbing down. All rubbed down work must be lightly washed with plain cold water at the completion of the contract, and not before the cement grout used in the finish is at least four weeks old after initial mixing.

#### **B. PRECAST CONCRETE**

Unless otherwise approved by the Engineer, all precast concrete construction shall be carried out on the site and shall conform to requirements given elsewhere in these Preambles.

The minimum size of coarse aggregate in precast concrete shall not exceed 20mm and for thicknesses less than 75mm it shall not exceed 15mm.



**PRECAST CONCRETE (CONT'D)**

The compacting of precast concrete shall conform with requirements given elsewhere in these preambles except for thin slabs where use of immersion type vibrators is not practicable. The concrete in these slabs may be consolidated on a vibrating table or by any other methods approved by the Engineer.

The precast work shall be made under cover and shall remain under the same for seven days. During this period and for a further seven days the concrete shall be shielded by sacking or other approved material kept constantly wet. It shall then be stacked in the open for at least a further seven days to season before being set into position.

Precast concrete units shall be constructed in individual forms. The method of handling the precast concrete units after casting, during curing and during transport and erection shall be subject to the approval of the Engineer, providing that such approval shall not relieve the Contractor of responsibility for damage to precast concrete units resulting from careless handling.

Repair of damage to the precast concrete units, except for minor abrasions of the edges which will not impair the installation and/or appearance of the units will not be permitted and the damaged unit shall be replaced by the Contractor at his own expense.

Except where precast work is described as "fair face" or as having an "exposed aggregate" or terrazzo finish, the moulds shall be made of suitable strong sawn timber true in form to the shapes required. Unless otherwise described, faces are to be left rough from the moulds.

Where precast concrete work is described as "fair face" the moulds are to be made of metal or are to have metal or plywood linings or are to be other approved moulds which will produce a smooth dense fair face to the finished concrete suitable to receive a painted finish direct and free from all shutter marks, holes, pinnacles etc. In his prices for such precast work the Contractor shall include for all rubbing down to produce the finish required, to the satisfaction and approval of the Engineer.

## **PRECAST CONCRETE (CONT'D)**

Where precast work is to have an "exposed aggregate" or terrazzo finish the moulds shall be constructed to the requirements given for moulds for "finished fair" work. The method of achieving the exposed aggregate finish shall be the "aggregate transfer" or other approved methods.

The precast units shall be installed to the lines, grades and dimensions shown on the Drawings or as directed by the Engineer.

### **A. CONCRETE SURFACE BEDS**

Concrete for surface beds shall be Grade 20.

Before placing concrete and where specified or shown on the drawings a layer of 500 gauge polythene or diothene sheeting shall be laid on the base course. Minimum 300mm laps shall be provided at all joints.

The concrete shall be placed as soon as possible after being mixed. In transporting the concrete, adequate precautions shall be taken to avoid damage to the prepared base. The concrete shall be spread to such a thickness that when compacted it shall be spread to such a thickness that when compacted it shall have the finished thickness as specified or shown on the drawings. A layer of concrete 50mm less than the finished thickness shall first be spread and struck off at the correct level to receive the top fabric reinforcement. The top layer shall then be added. Not more than 30 minutes shall elapse between spreading the bottom layer and the start of compaction of the top layer.

The Contractor shall be responsible for maintaining the reinforcement in its correct position during the placing and compaction of the concrete.

The compaction and finishing of the concrete shall be effected by immersion vibrators and hand or mechanical tamper weighing not less than 10 Kgs per metre run and having a tamping edge shod with a steel strip 75mm wide fixed to the tamper by countersunk screws. Immersion vibrator with "spade" attachment will be permitted. Compaction shall be continued until a dense, scaled surface finish is achieved. Over compaction causing an excessive amount of lines to be brought to the surface shall be avoided.

**CONCRETE SURFACE BEDS (CONT'D)**

The surface of the concrete shall be finished to the surface texture specified to the levels, falls and cross-falls, as directed or shown on the drawings and shall be subject to the following tolerances:-

The level be within + to – 6mm of the levels specified

The falls shall be within 10% of the falls specified

The smoothness shall be such that departures from a 3.000m straight edge laid in any direction shall not exceed 3mm.

Minor irregularities shall be made good by the use of a steel float but in no circumstances shall mortar be used to make good the surface.

As soon as the surface has been finished, it shall be protected against too rapid drying by means of polythene sheeting or other approved means placed carefully on the surface and kept damp and in position for 7 days and the concrete shall be kept wet for a further 21 days. The most critical period is the first 24 hours after placing or curing during that time shall be very thorough. The Contractor is to obtain the Engineer's approval to the material and method he proposes to use for curing and no concreting will be permitted until sufficient such material is on site.

Forms shall not be removed from freshly placed concrete until it is at least 24 hours old. Care shall be taken that in their removal no damage is done to the concrete, but should any damage occur the Contractor shall be responsible for making it good.

## **MASONRY AND BLOCKWORK**

### **A. GENERALLY**

- (i) Prices for all walling shall include for normal rough and **straight cutting**, plumbing angles, all cutting and waste and split courses necessary for bond, bonding at angles, intersections and junctions of walling of all thicknesses, split courses, cutting and pinning up to columns, beams, slabs, etc., hoisting and building at any level, forming all openings and reveals to same and all cutting and waste to walling in short lengths such as mullions unless specifically measured.
- (ii) Prices for hollow block walling must further include for all necessary solid blocks or fine concrete filling to open ends of blocks at intersections, ends and angles of walling.
- (iii) Prices for damp-proof courses, which are measured the net area covered, shall include for all cutting and waste and extra material in laps at joints, angles, etc.

### **B. CEMENT**

All cement used for making mortar shall be Portland cement as described in "Concrete Work".

### **C. SAND**

All sand used for making mortar shall be clean, well graded siliceous sand of good sharp quality, equal to sample, which shall be approved by the Architect. It shall be free from lumps of stone, earth, loam, dust, salt organic matter and any other deleterious substance, sieved through a fine sieve and washed if so directed by the Architect.

### **D. LIME**

- (i) Lime for mortar shall be non-hydraulic or semi-hydraulic quick lime or hydrated lime in accordance with B.S. 890, Class 'B'.
- (ii) Quick lime shall be run to putty immediate after delivery to the site in a pit dug on the site or in an approved container. The water to be first run into the pit or container and the lime to be added until it is completely submerged and stirred until all lumps are disintegrated and the resulting mild lime shall then be run through a 3mm.square mesh sieve and run into a pit or other container and kept clean and moist for not less than 4 weeks before use.

**LIME (CONT'D)**

- (iii) Hydrated lime shall be added to water in a clean receptacle thoroughly mixed to the consistency of thick cream and allowed to stand, and be kept clean and moist for not less than 16 hours before use.

**A. CEMENT MORTAR**

Cement mortar shall be composed of Portland cement and sand in 1:4 ratio by volume, measured in specially prepared gauge boxes and thoroughly mixed in an approved mechanical mixer or mixed dry on a clean and approved mixing platforms, with added afterward until all parts are completely incorporated and brought to a proper consistency. The use of re-tampering of wholly or partially set mortar will not be allowed.

**B. CONCRETE BLOCKS**

- (i) Concrete blocks shall be solid, hard, true to size and shape with sharp arises in accordance with B.S 2028 type 'A', and approved by the Architect.
- (ii) They shall be obtained from an approved manufacturer or manufactured on site in approved block making machines. The cement aggregate mix used shall be not less than 1:9 by volume and the maximum size of aggregate shall not exceed 12mm.
- (iii) All solid and hollow concrete blocks used in walling must be capable of withstanding a crushing pressure of not less than 2.80 N/mm<sup>2</sup> after 28 days.
- (iv) The blocks on removal from the machine shall be carefully deposited on edge on racks under sheds erected by the Contractor and left for 3 days during which period they shall be kept constantly wet after which they shall be placed on edge in the open on racks and protected by sacking or other approved covering and kept wet for further 5 days. Thereafter the blocks shall be left in the same position without wetting for a further 20 days.
- (v) No blocks will be allowed to be used in the work until 28 days old and until samples have been taken and approved by the Architect.

## **CONCRETE BLOCKS (CONT'D)**

- (vi) They shall be laid dry except for the top surface which shall be wetted immediately before mortar is spread on. After laying no further water shall be applied.
- (vii) The concrete blocks shall be 200mm.high to bond satisfactory with all other walling.

### **A. STONE WALLING**

- (i) The stone for walling shall be sound and hard throughout, free from all defects, and shall be obtained from a quarry approved by the Architect. It shall be chisel dressed into true rectangular blocks, with each surface even and at right angles to all adjoining surfaces.
- (ii) The contractor shall if necessary re-dress the beds of stones on the site to the minimum extent required to obtain uniformity of coursing, and his Tender shall be deemed to include for such re-dressing.
- (iii) Stone block for general walling shall nominally be 200mm. high, 90mm. 140mm or 190mm. thick as required for the works, the maximum permissible variations of any of the foregoing dimensions being 12mm.
- (iv) Stone shall not be less than 400mm. long but a proportion of 20% will be permissible in lengths between 300mm. and 400mm long. Samples shall be submitted to the Architect for approval and when so approved shall become the standard for the works.

### **B. STABILIZED EARTH**

These shall consist of cement mixed with selected approved red soil in a proportion not less than 1:20 by volume.

The manufacture and curing of the blocks shall generally be as described for concrete block above.

### **C. BEDDING AND JOINTING**

The blocks shall be bedded and joined in cement and sand mortar as described with beds and joints not more than 12mm. or less than 6mm. thick, all flushed up and grouted solid as the work proceeds.

**A. REINFORCED WALLING**

Walls of less than 225mm. thickness shall be reinforced with one row of 20 gauge hoop iron 20mm. wide, built into every third course, well lapped at junctions and joints and carried at least 100mm. into abutting walls at intersections.

**B. PROTECTION**

All walling shall be properly protected while mortar is setting, as the Architect shall direct.

**C. SETTING OUT RODS**

The contractor shall provide proper setting out rods and set out all work on the same for courses, opening heights, etc., and shall built the walls, piers, etc., to widths, depths and heights indicated on the Drawings. Setting out rods to be gauged to allow an average height of 200mm. for each course.

**D. CURING OF WORK**

All walls shall be maintained in a damp condition for at least 24 hours after laying. Wall under construction shall be damped by applying water with a brush and no hoisting directly on the wall shall be permitted. When the work ceases on any section of the wall, polythene or hessian shall be draped over the wall, for at least 24 hours. If hessian is used it shall be maintained continuously wet.

**E. WALL TIES**

Wall ties shall be provided to connect walls to steel or concrete columns and beams to connect two unborded leaves of wall.

Wall ties shall be provided at 450mm centres both vertically and 900mm centres horizontally. Wall ties shall be provided at 450 centres both vertically and 900mm centres horizontally. Wall ties shall be staggered when used to connect two leaves of unbonded walls.

## **ROOFING**

### **A. GENERALLY**

Bituminous felt, flashing, etc., have been measured the net area covered. Prices shall include for all straight cutting and waste and laps and in case of flashing, aprons, covering to kerbs, etc., where the net covered girth is measured and necessary overlaps for bond with adjoining areas.

### **BITUMINOUS FELT ROOFING**

### **B. BUILT-UP ROOFING**

The built-up roofing shall be in accordance with B.S 747 (classes 1,2, and 5) applied to a screeded base and shall comprise the following applications (see Clause 'E' below), laid strictly in accordance with the manufacturer's printed instructions and the Code of Practice 144.101.

### **C. STORAGE**

Rolls must be transported and stored on end, one roll high, and adequately protected from the sun.

### **D. SCREED**

The minimum fall for the screed on flat roofs be 1 in 30. The screed must be thoroughly dry and swept clean before commencing laying operations.

### **E. SEQUENCE**

- |       |                                   |  |
|-------|-----------------------------------|--|
| (i)   | <u>Jointing Compound:</u> -       | One application of hot bituminous compound weighing not less than 16.3 Kgs per 10 square metres. |
| (ii)  | <u>First Layer:</u><br>(Class 1A) | One layer of self finished felt weighing not less than 13.6 Kgs per Sq. m.                       |
| (iii) | <u>Jointing Compound:</u>         | As described in (i) above.   |



## ROOFING (CONT'D)

- |      |                                    |   |
|------|------------------------------------|---|
| (iv) | <u>Second Layer:</u><br>(class 1A) | One layer of self finished felt weighing not less than 13.6 Kgs per Sq. m.  |
| (v)  | <u>Jointing Compound:</u>          | As described in (i) above.  |
| (vi) | <u>Third Layer:</u><br>(Class E)   | One layer of mineral surfaced roofing felt weighing not less than 36.2 Kgs per 10 Sq m. (Colour to be decided by the Architect) |

### **RESINCOT PROFILED OR CORRUGATED GALVANISED SHEETS**

#### **A. MATERIALS:**

Resincot galvanised corrugated sheeting and accessories shall be of approved manufacture in accordance with B.S 3083 and of an approved colour. The thickness of the sheeting shall be as specified and shall be laid and fixed strictly in accordance with the manufacturer's printed instructions.

Resin cot galvanized profiled sheeting and accessories shall be approved manufacture in accordance with BS 3083 and of an approved colour. The thickness of the sheeting shall be as specified and shall be laid and fixed strictly in accordance with manufacturer printed instructions.

#### **B. LAPS:**

Sheeting shall be laid with ends laps of 150mm. and side laps of one corrugation on the side away from the prevailing wind.

#### **C. FIXING TO PURLINS:**

The sheets shall be fixed to 150 x 50mm timber purlins with 8mm. galvanised gimlet pointed screws 114mm. long. All screws and bolt fixings shall have "Selawasher" plastic washers or other equal and approved.

#### **D. HOLES:**

Holes shall be drilled through the ridges of corrugations, not in the hollows.

#### **E. RIDGES ETC.**

Ridges and other accessories shall be supplied as shown on the Drawing and shall be fixed to purlins as above described.

**CARPENTRY****A. TIMBER FOR STRUCTURAL WORKS**

All timber for structural works to be grade GS or SS cypress, seasoned to moisture content of almost 15%; and cell-cured or treated with approved preservative.

**B. GENERALLY**

All timber as it arrives on the site shall be inspected by the Contractor, and any timber brought on the site and not complying with the specification or not approved must be removed forthwith from the site and only timber as approved shall be used in the works.

The Contractor shall upon signing the contract, purchase sufficient supplies of specified hardwood to avoid possible shortage at a later date.

**C. SPECIES OF TIMBER**

The following timber shall be used: -

<u>Standard Common Name</u>	<u>Botanical Names</u>
Podocarpus	<i>Podocarpus spp.</i>
Cypress	<i>Cypress</i>
Cedar	<i>Juniperus Procera</i>
African Mahogany (munyama)	<i>Khay Anthotheca</i>

**D. TOLERANCES IN THICKNESS**

Shall conform with the following extracts from the Government of Kenya Grading Rules (or the metric equivalent).

**(i) Hardwood Grading (First and Second Grades)**

The following tolerances in thickness will be omitted:-

- (a) 1 ½ mm oversize on pieces up to 25mm in thickness
- (b) 3mm oversize on pieces over 25mm and up to 50mm in thickness
- (c) 6mm oversize on piece over 50mm in thickness.

**TOLERANCES IN THICKNESS (CONT'D)**

- (ii) Softwood grading: Strength Grades (for Carpentry) first and second Grades. Undersize not allowed.

Oversize. All timber to be sawn oversize by 1 ½ mm per 25mm thickness and width. Not more than 3mm in thickness and not more than 6mm in width.

- (iii) Softwood Grading Appearance, Grades (for Joinery) First and Second Grades. All as for Strength Grades above.

All timber shall be free of live borer beetle or other insect attack when brought upon the site. The contractor shall be responsible up to the end of the maintenance period for executing at this own cost all work necessary to eradicate insect attack of timber which becomes evident including the replacement of timber attack or suspected of being attacked, notwithstanding that the timber concerned may have already been inspected and passed as fit for use.

**A. SEASONING OF TIMBER**

All timber shall be seasoned to a moisture content of not more than 15% for Carpentry.

**B. PRESSURE IMPREGNATION TREATMENT**

All carpentry timber, sawn joinery and timber groups for fixing shall be treated with pressure impregnated "Celcure" or "Tanalith" solution with a minimum net retention of 5.6 Kg of dry salt per cubic meter. If so required "Charge Sheets" issued after treatment with "Celcure" or "Tanalith" shall be submitted by the Contractor to the Architect for his retention. All cut ends and any other cut faces or timbers sawn after treatment shall be treated before fixing with "Celcure" B or "Wolmanol" solution brushed on. The contractor's prices for such timber hereinafter must allow for the above treatment.

**C. INSPECTION AND TESTING**

The Architect shall be given facilities for inspection of all works in progress whether in workshop or on site. The contractor is to allow for testing or prototypes of special construction and the Architect shall be at liberty to select any samples he may require for the purpose of testing i.e. for moisture content, or identification, species strength, etc., such test will be carried out by the Forestry Department.

**A. CLEARING UP**

The contractor is to clear out and destroy or remove all cut ends, shaving and other wood waste from all parts of the building and the site generally, as the work progress and at the conclusion of the work.

This is to prevent accidental borer infestation and to discourage termites and decay.

**B. WORKMANSHIP**

All carpenter's work shall be accurately set out strictly in accordance with the drawings and shall be framed together and securely fixed in the best responsible manner with properly made joints, all brands nails and screws shall be provided as necessary, directed, and approved, the contractor's prices shall allow for all the foregoing.

All workmanship shall be of the best quality.

**C. DIMENSIONS**

Dimensions of timber for carpentry left with sawn faces shall comply with the previous clause specifying tolerance in thickness. Dimensions for wrought members shall be as described in joinery.

**D. JOINTING**

All timber shall be as long as possible and practicable eliminate joints. Where joints are unavoidable surfaces shall be in contact over the whole area of the joint before fastenings are applied.

No nails, screws or bolts are to be fixed in any split. If splitting is likely, or is encountered in the course of the work, holes for nails are to be prebored at diameter not exceeding  $\frac{4}{5}$ <sup>th</sup> of the diameter of the nails. Nails must be bent at right angles to the grain.

Lead holes are to be bored for all screws. When the use of bolts is specified the holes are to be bored from both sides of the timber and are to be of the diameter  $D/16$  where D is the diameter of the bolt. Nuts must be brought up tight but care is to be taken to avoid crushing of the timber under the washers.

## **JOINERY**

### **A. ALL TIME TIMBER**

All timber shall be First (OR PRIME) Grade. Species of timber tolerance shall be as defined under "Carpentry".

### **B. GENERALLY**

All joiners' work shall be accurately set out on boards to full size for the information and guidance of the artisans before commencing the respective works, with all joints iron work and others connected therewith fully delineated. Such setting out must be submitted to the Architect and approved before such respective works are commenced.

All joiners' work shall be cut out and framed together as soon after the commencement of the building as is practicable, but not wedged up or glued until the building is ready for fixing same. Any portions that warp, wind or develop shakes or other defects within six months after completion of the works shall be removed and new fixed in their place together with all other work which may be affected thereby all at the contractor's own expense.

All work shall be properly mortised, tenoned, housed shouldered, dovetailed, notched, pinned branded, etc., as directed and to the satisfaction of the Architect and all properly glued up with the best quality glue.

Joints in joinery must be as specified or detailed, and so designed and secured as to resist or compensate for any stresses to which they may be subjected. All nails, sprig etc., are to be punched and puttied. Loose joints are to be made where provision must be made for shrinkage, glued joints where shrinkage need not be considered and where scaled joints are required. Glued for load bearing joints or where conditions may be guaranteed casein or organic glues may be used.

All exposed surfaces of joinery work shall be wrought and all arises "cased off" by planing and sandpapering an approved finish suitable to the specified treatment.

### **C. INSECT DAMAGE**

All timber shall be free of insect damage as defined under "Carpentry".

### **D. SEASONING OF TIMBER**

All timber shall be seasoned to a moisture content of not more than 15%.

**A. DIMENSIONS**

3mm reduction of specified sizes will be allowed to each wrought face except where described as finished size in which joinery shall hold up to the full dimensions.

The contractor is to note that all joinery timber size nominal unless otherwise stated as finished sizes. The nominal sizes have been calculated in accordance with Standard method of Measurement of Building works for East Africa 1<sup>st</sup> Edition metric and no regard has been taken of metre sizes of timber at present being sold.

**B. FIXING JOINERY**

All beads, fillets and small members shall be fixed with round or oval brads or nails well punched in and stopped. All larger members shall be fixed with screws. Brass screw shall be used for fixing of all hardwoods, the heads let in and pelleted over with wood pellets to match the grain.

**C. BEDDING FRAMES ETC.**

The contractor's rates must include for bedding frames, sills, etc., in mortar or dressing surfaces of walls, etc. in lieu.

**D. PLUGGING CONCRETE AND WALLS**

Round wood plugs shall not be used, all work described a plugged shall be fixed with screws to plugs formed by drilling concrete walls, etc., with a proper tool of suitable size at 750mm spacings and filling the holes completely with "Philplug" rawl plastic or Rawlplugs in accordance with the manufacturer's instructions. Alternatively, and where so agreed by the Architect hardwood dovetailed fixing slips dipped in "Wolmanol" or "Celcure" solution and cut and pinned or bedded in cement (1:3) mortar may be used.

**E. FIBREBOARD**

Shall be 12mm "Celotex" or equal and approved.

**F. PLYWOOD**

Shall comply with B.S 145S (First Quality "interior type unless otherwise specified).

**G. BLOCKBOARD**

Shall be laminated board faced both sides with 4mm plywood. Exposed edges shall be lipped with 19mm hardwood and rates shall include for lipping.

**JOINERY (CONT'D)**

**A. PLASTIC SHEETING**

Shall be "Formica" sheeting 1.5mm thick and securely fixed with approved type waterproof adhesive and in the colours approved by the Architects.

**B. CHIPBOARD**

Shall be resin bonded and shall comply with BS 2604.

**C. PROTECT JOINERY**

Any fixed joinery which in the opinion of the Architect is liable to become bruised or damaged in any way, shall be completely cased and protected by the Contractor until the completion of the works.

**D. FLUSH DOORS**

All flush doors shall be manufactured to the thickness specified and consists of 100mm. Wide fixing all around with horizontal core battens not more than 75mm. Centre pressure impregnated as described and bored with 12mm diameter ventilation holes at 300mm centres. Doors shall have two lock blocks and be faced both sides with 6mm ply and have 25mm mahogany twice rebated lipping all round or otherwise be equal to an approved sample. External flush doors shall be as described above but faced both sides with marine quality plywood, same should be for kitchen and bathroom.

**E. PRICES TO INCLUDE**

Prices of items hereafter shall included for the foregoing labours, etc., and in addition all prices for linear items are to include all internal and external angles, either mitred or tongued, all fair fitted, stopped, notched or returned ends all similar incidental labours and all the lengths.

**F. BOTTOM EDGES**

Bottom edges of doors shall be painted with one coat of approved primer before fixing.

**G. IRONMONGERY**

All locks ironmongery shall be fixed with screws etc. to match. Before the woodwork is painted, handles shall be removed. Carefully stored and refixed after completion of painting and locks oiled and left in project working order. All keys shall be labelled with the door reference marked on labels before handling to the Architect on completion.

## **IRONMONGERY**

### **A. GENERALLY**

All ironmongery shall be fitted and fixed in accordance with the manufacturer's printed instructions. Rates for fixing are to include for all cutting, sinking, boring, noticing and fitting in hardwood or softwood and for supplying all necessary and matching screws.

All locks shall be provided with a master key system and prices shall include for this. The requirement must be obtained by the contractor before ordering. The keys of all locks shall have labels attached with door reference marked on before handing to the Architect.

### **B. MOVABLE PARTS**

All locks, springs and other items of ironmongery with moveable parts shall be properly tested, cleaned and adjusted where necessary to ensure proper working order at the completion of the works and left in perfect working order by the Contractor.

### **C. SAMPLES**

- (i) Samples of all ironmongery specified shall be submitted to the Architect for approval and the approved samples shall thereafter be regarded as the standard for the work. Ironmongery which in the opinion of the Architect does not conform to this standard shall be removed from the site.
- (ii) Alternatively, ironmongery of an equal standard will be acceptable providing samples are submitted to and approved by the Architect before orders for such ironmongery are placed.



## **METAL WORK**

### **A. ALL MATERIALS**

Shall be of the best quality, free from defects. The materials in all stages of transportation, handling and piling shall be kept clean and injury from breaking, bending and distortion prevented.

### **B. NAILS, SCREWS AND BOLTS**

Shall be of the best quality mild steel of lengths and weight approved by the Architect. Nails shall be to B.S. 1202 and bolt to B.S. 916.

### **C. WORKMANSHIP**

All work shall be carried out in the most workmanlike manner and strictly as directed by the Architect.

Welding shall be neatly cleaned off and units shall be prefabricated in the workshop wherever possible, the minimum of site welding being employed.

All screwed work shall have full internal and external threads and holes shall have been cleaned off. Counter sinkings must be concentric.

### **D. NACO LOUVRES**

Shall be of steel, aluminium-lacquered, single control type, unless otherwise described, carefully screwed into timber sub-frames or plugged and screwed to walling. Louvers of equal quality of other manufacture may be substituted on approval.

Prices shall include for oiling and adjusting and leaving clean and undamaged on completion.

### **E. MILD STEEL**

For burglar bars and reinforcement shall comply with B.S. 19 No. work shall be fabricated until the site dimensions have been checked and no additional claim will be accepted should final dimension differ from these on the drawings.

All welds shall be ground smooth and the contractor shall ensure that the metalwork is prepared for painting as described in painting and decorating.

The contractor is to ensure that all work is erected plumb and true and be so maintained until properly secured by permanent fixings.

**A. PAINING**

All steel is to be wire brushed and any loose scale, dirt or grease shall be removed before any painting is commenced. One coat of red oxide primer type A to B.S 2523 shall be applied at the shop.

Any damage to the priming paint shall be made good to the Architect's satisfaction.

**B. MATERIALS GENERALLY**

(i) MATERIALS

Specified in this section may be applicable to any or all the subsequent sub trades in metalwork.

(ii) SUPPLIERS

Obtain all materials from suppliers approved by the Engineers.

(iii) STANDARDS

Produce the manufacturer's certificate of compliance with the standards specified if so requested by the Engineer.

(iv) FINISHES

Metal commodities for making components must be either pre-finished or suitable to receive the finishes specified.

**C. SECTION ETC.**

(i) HOT ROLLED STEEL SECTIONS

Except equal and unequal angles: to B.S. 4: part 1, made from steel to B.S. 4360 part 2.

(ii) HOT ROLLED EQUAL AND UNEQUAL ANGLES

Part 1 (metric converted from imperial dimensions) or to B.S 4848: part 4 accordinated metric dimensions. Do not substitute sections or dimensions other than those specified without the prior approval of the Engineer.

**SECTION ETC., (CONT'D)**

(iii) HOT ROLLED HOLLOW STEEL SECTIONS

Part 2, made from steel to B.S 4360: part 2.

(iv) HOT ROLLED STEEL BARS

To B.S. 4449.

(v) COLD ROLLED STEEL SECTION

To B.S 2994, made from steel to B.S. 1449: part 1 B (HR, CR, HS, OR CS quality unless otherwise specified or shown on the drawings).

(vi) STEEL TUBES AND TUBULARS

To B.S. 1387 medium thickness unless otherwise specified. If steel tubes to B.S. 1775 are required they will be specified or shown on the drawings.

(vii) STAINLESS STEEL TUBES

To B.S. 3014, welded unless otherwise specified.

(viii) COPPER AND ALUMINUM ALLOYS

If the alloy is not specified or stated on the drawings, it is to be suitable for the application.

(ix) ALUMINUM ALLOY BARS, TUBES AND SECTIONS

To B.S. 1161 AND B.S 1474.

(x) COPPER AND COPPER ALOY RODS AND SECTIONS

To B.S. 2874

(xi) COPPER AND COPPEY ALLOY TUBES

To B.S. 2871: part 2

(xii) TIMBER FOR CORES OF DRAWN SECTIONS

To B.S. 1186: part 1, concealed surfaces class, straight grained of mahogany or other approved hardwood.

**A. MESH**

(i) STEEL MESH FABRIC

To B.S. welded type, and square, structural or long mesh as specified or shown on the drawing.

(ii) MOSQUITO MESH

Approved fine wire mesh or gauze of non-corroding metal, for example aluminium.

**B. PLATE SHEET AND STRIP**

(i) STEEL PLATE

For welding to B.S. 4360, section 2 unless otherwise specified. Steel to this standard is equally suitable for bolting and riveting, and may be used unless steel plate to B.S. 1449 is specified.

## **PAVINGS AND PLASTERWORK**

### **A. GENERALLY.**

- (i) Prices for paving shall include for preparation of concrete floor and painting with cement grout as described, and any extra thickness consequent upon the floor not being finished to the true levels and also for all temporary rules and for all formwork to stop pavings at openings or edges as required. Prices for tile and similar paving shall include for any pointing to exposed edges.
- (ii) Plastering to walls has been measured over concrete columns, lintols, etc., flush with wall face, and prices for plastering shall include for hacking concrete or for raking out joints to form key, and for any necessary rubbing out.
- (iii) Prices of superficial items of paving and plastering are to include for narrow widths and small quantities, fair edges and arises, rounded external angles up to 10mm. radius, making good to metal windows or door frames and making good around pipes, holder bats, and other metalwork and for all similar incidental labours unless specifically measured.
- (iv) Prices of lineal items are to include for all short lengths', angles, arises, mitres, ends and the like and for all necessary rubbing out.
- (v) Prices for floor or wall tiling shall include for all straight cutting and waste, small quantities and narrow widths.

### **B. CEMENT**

Cement shall be described in "Concrete Work".

### **C. SAND**

Sand shall be as described in "Masonry and Block work".

### **D. LIME**

Lime and treatment before use shall be as described in "Masonry and Block work" except that it shall comply with B.S. 890, Class 'A'.

### **E. WATERPROOFING COMPOUNDS**

All waterproofing compounds are to be to the Architects' approval and used strictly in accordance with the manufacturer's printed directions.

**A. PAVING**

All materials for paving and plastering must be measured in proper gauge boxes in the proportions specified and mixed on clean wood or iron platforms and turned over at least three times dry until the mix is of a uniform colour. Water shall then be added by means of a rose nozzle and the materials again turned over until the mass is thoroughly mixed with water. Alternatively, mechanical mixing methods may be used to obtain the same result as approved by the Architect.

**B. PREPARATION FOR PAVING AND SCREEDS**

As soon as the paving has set sufficiently, it is to be covered with a well wetted layer of sawdust, hessian or other approved material and this layer is to be kept damp for at least seven days during which period no traffic is to be allowed over paving. When no longer required as a protection to the surface, the materials is to be removed the paving left clean and perfect.

All paving shall be laid with joints coinciding with the construction joints in the concrete beds upon which they are laid and the pattern set out accordingly.

**C. VERMICULITE ROOF SCREEDS**

Vermiculite screeds are to be mixed in the proportions of 250 kgs. Pozzolana cement to 1 cubic metre Vermiculite Grade 5, all in strict accordance with the Manufacturer's printed instructions. The screed is to be finished with 10 mm cement and sand (1:3), trowelled smooth to receive roof finish as previously specified. No vermiculite is to be laid in rainy weather and screeds are not to be walked on for three days after lying.

**D. SCREEDS TO RECEIVE FLOOR AND WALL FINISHES**

There are to be laid true and level, particular care being taken to obtain a perfectly smooth surface to receive P.V.C and similar floor finishings.

**E. CEMENT AND SAND PAVINGS**

To be in cement and sand (1:4) and finished perfectly smooth with a steel trowel.

**E. SKIRTINGS**

Skirtings to cement paved floors shall be in cement and sand (1:4) to match the paving, with rounded arrises and 38 mm radius cove at junction with paving.

## **PAVINGS AND PLASTERWORK (CONT'D)**

### **A. JUNCTION STRIPS**

At the junction of differing floor finishings fix in position 3mm x 25mm plastic jointing strips cut to lengths, bedded in and finished flush with pavings. All plastic jointing strips shall be black in colour.

### **B. FLOOR HARDENER**

Treat the surface where specified with three coats of sodium silicate or other equal and approved hardener in accordance with the manufacturer's instructions.

### **C. P.V.C. FLOORING**

Dunlop Vinylex asbestos floor tiles to B.S 3261 of thickness specified and colours selected by the Architect and executed by approved sub-contractor. Upon completion the flooring is to receive two coats of approved polish.

### **D. GRANOLITHIC AND TERRAZZO PAVING AND WALL FINISHES**

#### **(a) GENERALLY**

- (i) Construction joints between bays of paving are to be straight and vertical and are to coincide as far as possible, with those in the concrete under.
- (ii) After spreading and before finally striking to screen levels the pavings etc., are to be lightly tamped each stage of laying operation is to be properly carried out at the optimum degree of stiffness of the mix so that the aggregate remains correctly distributed throughout the pavings etc., and so finished that the surface is true to level, dense, smooth and free of laitance and other defects and blemishes. The use of dry cement or sand to absorb surplus moisture will not be allowed.
- (iii) The thickness of the pavings etc., in these Bills of Quantities include for the combine screed or backing and granolithic or terrazzo finish.
- (iv) All granolithic and terrazzo finishings shall be divided into areas not exceeding 3 square metres with dividing strips as specified.

**GRANOLITHIC AND TERRAZZO PAVING AND WALL FINISHES (CONT'D)**

(b) SCREED AND BACKING

To be in cement and sand (1:4).

(c) GRANOLITHIC

- (i) To be composed by volume of one part of cement, one part of sand and two parts 6mm blackstrap chippings free of dust, laid or applied to screeds or backings whilst they are still green.
- (ii) Paving shall be 25mm minimum combined thickness comprising 15mm thick cement and sand (1:4) backing and 10mm. thick granolithic.
- (iii) Dadoes shall be 20mm minimum combined thickness comprising 12mm thick cement and sand (1:4) backing and 8mm thick granolithic.
- (iv) Polished granolithic to be finished with a metal roller and all surplus cement lightly brushed off when surface is sufficiently hard to resist dislodgement of aggregate, when the surface is hard enough it shall be wet ground, using a machine, until the aggregate is uniformly revealed and then well washed with clean water. Any small voids or holes left in the surface are to be filled with cement grout rubbed down-by hand. Mouldings etc. not accessible to machines are to be hand rubbed and polished with carborundum. After an interval of 1 to 3 days the surface is to be finally machine ground using the fine abrasive.

(d) TERRAZZO

- (i) To be composed of one part of "Snowcrete" "Colourcrete" or other equal and approved white or coloured cement to two parts of clean imported marble chippings well washed and free from dust. The marble chipping may vary in colour and from 3mm to 9mm dependent on the effect required and sample areas must be prepared for Architects' approval.
- (ii) Pavings to be 25mm minimum thickness overall. As for granolithic (ii) preceding.
- (iii) Polished terrazzo to be finished as granolithic (iv) preceding.



**A. PLASTIC DIVIDING STRIP**

To be 3mm x 25mm strip set in position before paving is commenced and embedded straight and true.

**B. PLASTERING GENERALLY**

- (i) All surfaces to be plastered or rendered shall be brushed clean and be well wetted before plaster is applied. All plaster and rendering shall be kept continuously damp for seven days after application.

All arises shall be finished true and slightly rounded except where otherwise stated and shall be run at the same time as the adjoining plaster.

No partially or wholly set plaster or rendering will be allowed to be used or re-mixed.

- (ii) The contractor shall prepare samples of the plastering and rendering as directed until the quality texture and finish required is obtained and approved by the Architect, after which all plastering executed in the work, shall conform to the respective approved samples.
- (iii) The contractor shall cut out and make good all cracks, blisters and other defects and leave the whole of the work perfect on completion. When making good defects, the plaster or rendering shall be cut out to a rectangular shape with edges undercut to form dove-tailed key, and all finished flush with face of surrounding plaster or rendering.

**C. INTERNAL OR EXTERNAL CEMENT AND SAND RENDER**

Plaster described as internal cement and sand (1:4) render or external cement and sand (1:4) render shall be executed in two coats and be composed of one part cement to four parts sand. The first coat shall be laid to a uniform surface finished with wood float well scored and allowed to dry out for at least 7 days before applying the finishing coat. The second or finishing coat shall be thoroughly worked and finished hard and true with a steel trowel or wood float as specified hereinafter. The total finished thickness of plaster shall be not less than 12mm thick.

**A. INTERNAL GAUGED PLASTER**

Plaster described as "Internal gauged plaster in two coats" shall consist of a first or rendering coat composed of one part cement, two parts lime and nine parts sand and a finishing coat composed of one part cement, three parts lime and six parts sand. Application and thickness will be as for last item.

**B. GLAZED WALL TILING**

- (i) Glazed wall tiles shall be 150 x 150 x 6mm thick cushion and tiles with matching fittings, all conforming to B.S 1281 in colours specified by the Architects.
- (ii) Tiles are to be bedded in "Richafix" or other equal and approved tile fixing compound applied strictly in accordance with the manufacturer's printed instructions.
- (iii) Walls are to be dry before tiles are fixed, and tiles are not to be soaked in water before use. Tiling is to be set and closely straight jointed with 1.5mm joints. If non-lu tiles are used, cardboard or plastic spacer pieces are to be used to obtain constant joint width. On completion tiling is to be pointed in white or coloured cement and cleaned down.

**C. EXPANDED POLYSTYRENE PANELS**

- (i) All Expanded Polystyrene Panels (EPS) to floors and walls together with steel meshes for the works to be sourced from the National Housing Corporation factory located in Mavoko-Machakos County

Specifications for shotcrete application (1:2:4) to the EPS panels consists of 1 part cement, 2 parts sand and 4 parts rock sand/quarry dust. The shotcrete shall be applied to the panels using a spray gun or similar equipment for uniform application.

## **GLAZING**

### **A. GENERALLY**

- (i) Glass for glazing and mirrors shall be of approved manufacture and is to comply with B.S. 952 in all respects, free from flaws, bubbles, specks and other imperfections.
- (ii) Each pane of glass where its dimensions contain fractions of centimetre above both in width and height. Louver blades have been similarly measured in regard to length.
- (iii) Prices for glazing shall include for back-puttying, fixing glazing clips of springing as required, cutting glass to sizes, cleaning all glass inside and out, removing all paint and putty marks, replacing any broken, scratched or cracked panes and leaving all glazing sound and perfect at completion.

### **B. CLEAR SHEET GLASS**

Clear sheet glass shall be Ordinary Glazing (Q.Q) quality.

### **C. POLISHED PLATE GLASS**

Polished plate and Georgian wired polished plate to be General Glazing (G.Q) quality.

### **D. OBSCURED GLASS**

To be of the types described and as approved by the Architects.

### **E. MIRRORS**

To be S.Q quality plate glass mirrors of approved manufacture with bevelled edges and fixed at all corners to walls with rawlplugs and brass screws with removable chromium-plate dome heads.

### **F. PUTTY**

- (i) The putty for glazing to metal windows is to be gold size metal window putty specially designed for tropical use, all as B.S 544 (Type 2 putty) or patent mastic putty as approved by the Architect.
- (ii) All putty shall be delivered on site in the original manufacturer's sealed cans or drums and used direct there from, with the addition only of pure linseed oil if necessary. No mineral or other oils may be used in the putties except genuine linseed oil.

**A. GLAZING**

- (i) Glass panes shall be cut to sizes to fit the openings with more than 1.5mm play round.
- (ii) The rebates of all windows shall be painted one coat before puttying.
- (iii) All glass, where fixed with putty, is to be back and front puttied and care must be taken to ensure that putty does not project beyond the sight lines of panes and is to be neatly mitred at angles.
- (iv) Putty which has not set hard within seven days must be removed and the glass re-putted at the contractor's expense.
- (v) Allow for removing all cracked or broken panes of glass, cleaning rebates and re-glazing with new glass throughout the progress of the works and for cleaning all glass on both sides and leaving perfect upon completion.

**B. BEDDING STRIPS**

Wash-leather, velvet, etc., bedding strip to edges of glass is to be sufficient width to be turned over 6mm to each side of pane and shall be trimmed to the sight lines of the pane.

## **PAINTING**

### **A. GENERALLY**

- (i) Prices must include for rubbing down with glass paper between successive coats and all cutting in at edge.
- (ii) Prices shall include for all work in parti-colours and all cuttings to line.

### **B. MATERIALS**

- (i) Paints shall be obtained from M/s Crown Berger Kenya Ltd., Basco Products Kenya Ltd or any other manufacturers approved by the Architect.
- (ii) The materials for all other finishes shall be of the best quality available of approved manufacture.
- (iii) Before commencing painting, the Contractor shall submit to the Architect for approval a list of all the brands of paints and finishings including the necessary primers and undercoats he intends to use and immediately upon being so approved, orders shall be placed and total requirements obtained for the works.
- (iv) Once approved, no other brand of material shall be used without the express permission of the Architect, in writing.

### **C. MORDANT SOLUTION**

All galvanised metal work to be painted shall first receive a coat of a propriety mordant solution, approved by the Architect as suitable for this purpose.

### **D. KNOTTING**

To be 'Shellack' knotting to B.S 1336.

### **E. STOPPING**

To be composed of linseed oil putty, white lead, red lead and gold size suitable proportioned and mixed.

### **F. POLYURETHENE**

To be "Ronseal" polyurethane or other equal approved by the Architect.

### **G. WAX POLISH**

Wash polish is to be furniture polish of an approved proprietary brand.

**A. DELIVERY OF PAINTS TO SITE**

- (i) All paints etc., shall be delivered on site in the original drums or tins, and shall be mixed and applied strictly 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. No paint, distemper, etc., shall be thinned more than approved by the Architect.
- (ii) Paint for external work shall be of the special quality recommended by the manufacturers for external use.

**B. GENERAL WORKMANSHIP**

- (i) The priming, undercoats and finishing coats shall each one be of different tints and the priming and undercoats shall be the correct brands and tints to suit the respective finishing coats, all in accordance with the manufacturer's directions.
- (ii) All surfaces must be thoroughly cleaned down previous to painting and decoration work and no external painting may be done in rainy weather. All paint must be thoroughly well worked on and excess of paint in any coat must be avoided.
- (iii) All brushes, tools and receptacles are to be kept clean and free from dirt or old paint and are to be thoroughly cleaned each time after use.
- (iv) Each coat is to be well brushed into the surface so that every part, including joints, angles etc., is adequately covered, but care is to be taken to avoid excessive or uneven thickness of paint film, particularly at edges and in angles, etc.
- (v) Each coat of paint etc., shall be properly dry and shall be well rubbed down with fine sandpaper and be brushed clean before the next coat is applied. The paintwork shall be finished smooth and free from brush marks.
- (vi) Where so required or directed, painting shall be in parti-coloured and picked out and cut in and the prices shall include for this.

**GENERAL WORKMANSHIP (CONT'D)**

- (vii) All ironmongery, metal or plastic plates and electrical outlet plates and fitting and the like shall be removed before painting is commenced, and re-fixed on the completion of the work.
- (viii) No sprays or roller painting will be allowed unless permission is give by the Architect.
- (ix) The contractor shall so arrange his programme of work that all other trades are completed and away from the area to be painted when painting begins.

**A. SAMPLES AND COLOURS**

All colours will be selected by he Architect from the B.S range of colours. Samples and colour cards of all paints, distemper, and materials shall be submitted for approval of the Architect before the same are applied and sample panels shall be executed for the Architect's approval where directed. Such samples when approved shall become the standard for the work.

**B. PREPARATION AND PRIMING OF PAINTED SURFACES**

(a) PLASTERED AND RENDERED SURFACES

- (i) Plastered surfaces are to be perfectly smooth, free from defect and ready for decorations. All such surfaces shall be allowed to dry for a minimum period of four weeks and rubbed down with No.2 grade sandpaper to remove trowel marks stains, etc. After the priming coat, all cracks and imperfections are to be made good with 'Polyfilla' (or a similar approved hard filler), well rubbed down and then touched up with the priming coat.
- (ii) Priming for plastic emulsion paint shall be the paint thinned with 25 percent water.
- (iii) Priming for oil paint shall be with alkali-resistant primer.

(b) HARDBOARD SURFACES

- (i) Priming for plastic emulsion paint shall be the paint thinned with 25 per cent water.
- (ii) Priming for oil paint shall be with a thin oil primer.

## **PREPARATION AND PRIMING OF PAINTED SURFACES (CONT'D)**

### **(c) FERROUS METALWORK**

All surfaces shall be thoroughly brushed down with wire brushes to remove all scale, rust, etc., and rubbed down with No.2 Grade sandpaper and brushed and left perfectly clean immediately prior to decoration

- (i) Shop-Primed: Surface to receive oil paint shall have all bare places touched up with approved metal zinc chromate primer.
- (ii) Unprimed: Surface shall be given one coat of primer as last.
- (iii) Galvanised: Surface shall be treated before painting with mordant solution. The surfaces shall then be thoroughly washed down with clean water, allowed to dry and primed as last.
- (iv) Coated: Surfaces already treated with bituminous solution shall receive an insulating coat of anti-bitumen primer or 'Shellac' knotting.

### **(d) WOOD SURFACES TO RECEIVE PAINT**

- (i) The woodwork shall have all knots or resinous parts carefully treated with self-knotting aluminium primer. All cracks, nails, or other holes shall be thoroughly cleaned out and after priming all such cracks etc., are to be filled with matching hard stopping which is to be rubbed down flush with the adjoining surface.
- (ii) Priming for oil paint shall be self-knotting aluminium primer.
- (iii) The back of all joinery work is to be primed before fixing.



**PAINTING (CONT'D)**

**A. PREPARATION, PRIMING ETC., OF CLEAR TREATED WOOD SURFACE**

All wood surfaces to receive clear treatment shall be rubbed down to a stain finish with fine sandpaper immediately prior to application.

**B. COVERING UP**

All floors etc., shall be covered up with dust sheets when executing all painting and decorating work.

**C. DELIVER UP CLEAN**

Paint splashes, spots and stains, shall be removed from floors, woodwork, etc. Any damaged surfaces shall be toughed up and the whole of the work left clean and perfect upon completion.

## **ROAD WORKS**

### **A     GENERALLY**

The Specification of work and materials in this section, which repeat similar work in proceeding sections, shall be deemed to the full specification of work and materials contained in the preceding Bills.

## **ACCESS ROADS AND CAR PARKS**

### **B     EXCAVATION**

Excavation shall be to levels approved by the Architect. All soft spots are to be excavated and filled with approved filling thoroughly compacted.

### **C     FALLS**

Roads and car parks shall have a minimum fall of 1 in 40. The actual falls will be decided by the Architects on Site.

### **D     COMPACTION OF FORMATION**

The maximum dry density of the soils to be compacted shall be determined by Test 9 as described in B.S. 1377/49.

The dry density of the soil in the filed shall be determined by Test 10 as described in B.S. 1377/49.

The relative compaction of the formation shall be determined by the percentage rates of the dry density in the field (Test 10) to the maximum dry density (Test 9).

The relative compaction of the formation is to be not less than 100% when compacted at optimum moisture content plus a minus 2%. Water shall be used as necessary to achieve the desired moisture content.

### **E.    COMPACTION ON SUB-BASE**

The murrum sub-base shall be built up in layers as described hereafter, each layer shall be compacted at B.S. optimum moisture content plus or minus 2% until relative compaction is obtained of 95% for the lower layer and 102% for the top layer. Water shall be used as necessary to achieve the desired moisture content.

## **EXTERNAL WORKS (CONT'D)**

### **A MURRAM SUB-BASE**

The murram shall be approved clean, hard, dark coloured; Imported murram free from all vegetable matter, clay or other deleterious substances and obtained from an approved source.

The murram sub-base shall be 150mm, Thick (finished) laid in two layers to the required compaction as described herein to form on completion a firm dense surface.

The material shall meet the following specification: -

- (i) Maximum size 63mm
- (ii) Plasticity index maximum 15%
- (iii) CBR at 95% MDD [AASHTO T180] and 4 days soak minimum 30%

### **B. HAND PACKED STONE BASE MATERIAL**

The rock from which the stone and screenings are to be produced shall comply with the following:-

- ACV: not greater than 40%
- LAA: not greater than 60%
- SSS: loss on 5 cycles to be not more than 12%

The stones shall be free from an excess of flat or elongated particles, soft and less durable rock, clays, loam, top soil and other deleterious matter. The larger stones shall have a maximum dimension slightly greater than the thickness of the required compacted layer and be of a shape acceptable to the Engineer. The smaller stones shall have a reasonably uniform grading and be of a nominal size suitable, in the opinion of the Engineer, for filling the surface voids of the as placed larger stones. The nominal size will be of the order of 50 mm (2").

The screenings shall consist of tough durable crushed rock, free from an excess of flat, elongated, soft or disintegrated pieces and harmful material, such as loam, clay, organic matter, or other deleterious substances and shall be to the Engineer's approval. The grading of the screenings shall form a smooth curve and shall be within, and approximately parallel to, the following grading limits: -

<b>BS Sieve Size</b>	<b>Percentage by Weight Passing BS Sieves</b>
3/8 "	100
3/16"	85 – 100
No. 36	30 – 50
No. 100	10 – 30
No. 200	0 – 20

Sandy soil which may, with the approval of the Engineer, be added to the screenings or used in lieu of the screenings, shall comply with the following requirements:-

- (i) It shall consist mainly of sand sizes and have a reasonable smooth grading.
- (ii) The fraction passing No. 200 sieve shall be less than half the weight passing No. 36 sieve.
- (iii) PI shall not be greater than 5%.

### **STOCKPILING MATERIAL**

The site of the stockpile shall be levelled, graded and drained, all vegetation removed and if necessary, the area shall be surfaced with murrum or other material as directed by the Engineer. Each category of material shall be stockpiled separately and not intermingled with each other or any other material.

### **PLACEMENT OF STONE FOR HANDPACKED STONE BASE**

On the prepared area, the pitching stone shall first be laid, each individual stone being positioned by hand, closely packed with the greatest dimension vertical, and the largest and flattest and downwards. The majority of the stones will be slightly higher than the final thickness of layer required. When an area has been covered in this way a second placing of stones of smaller size, keystone, shall be positioned in the spaces between those first placed and shall be wedged home by hammering. The points of pitching stone projecting beyond the required height shall then be knapped, and a third placing of stone shall follow the second and so on until in the opinion of the Engineer the voids are sufficiently filled to permit compaction. No handpicked stone layer of greater compaction thickness than 230 mm shall be laid.

## **COMPACTION AND SLUSHING**

After placement of the stone in the specified manner the material shall be initially compacted with a heavy smooth steel-wheeled roller, weighing not less than 12 tonne and/or vibratory roller, and shall continue until the layer is thoroughly keyed, showing virtually no movement under or ahead of the roller.

All rolling shall be longitudinal and shall commence at the outer edges of the road, and progress towards the centre of the road except that on super-elevated curves, rolling may progress from the lower to the higher edge.

The irregularities that may show up during compaction shall be corrected by loosening the surface removing or adding material as may be required, and recompacting.

After the stone has been rolled and keyed, binder material, where necessary, shall be spread dry in thin layers and broomed into the interstices and dry rolling continued with approved vibratory and smooth swivel-wheeled rollers until no more binding material will go in.

The layer shall then be saturated with water slashed and compacted with a smooth-steel-wheeled roller weighing not less than 12 tonnes. This rolling and slashing, with the addition of more binder material where necessary shall continue until all surface voids are filled and there is no visible movement under the roller.

All surplus fines shall be brushed off to expose a closely knit compact mosaic of stones as the finished surface of the layer.

## **TOLERANCES FOR HANDPACKED STONE BASE**

The following tolerances shall apply to the hand packed stone base course:-

<b>Thickness</b>	<b>3m Straight Edge</b>	<b><u>Width</u></b>
+ 10 mm - 0 mm	+ 6 mm - 6 mm	+ 150 mm - 0 mm

**MEASUREMENT AND PAYMENT FOR HANDPACKED  
STONE BASE**

The hand packed stone base material will be paid for per cubic metre of material measured in place upon the road. The volume of material shall be calculated as the product of the compacted thickness specified or ordered by the Engineer and the net area requiring to be laid. The rate shall be the full inclusive price for providing spreading and compacting the material.

**A. PRIMING COAT**

The priming coat shall consist of Grade MC 30. Medium curing cutback bitumen or emulsion as directed by the Engineer.

Priming shall not commence until all loose fines, superficial films and foreign material have been removed from the surface of the base by sweeping with mechanical or hard hand broom. The prepared base shall be watered, if necessary, in order to ensure that the surface is damp when the prime coat is being applied. Care shall be taken not to cause free water to lie on the surface.

On the properly cleaned and prepared base, the MC 30 cut back bitumen shall be applied at a temperature of 43°C, and at a rate of 1 litre per square metre by means of a pressure distributor. The prime coat shall be applied over the full width of the base and shall be left undisturbed for a period of not less than two (2) days and preferably until complete absorption has taken place and the applied prime coat has dried off thoroughly. Any excess prime remaining on the surface shall be blotted with crusher fines or sand.

After the primer has been applied the surface of the base shall be checked for smoothness and accuracy of elevation, grade and cross-section and any irregularities or inaccuracies shall be corrected by filling in or surfacing with premixed bituminous material and compacting until specified requirements are obtained to the satisfaction of the Architect, all at the Contractor's expense.

**PREMIX SURFACING**

**A. PREMIX WEARING COURSE**

- .01 The Term "Premix" shall mean mixture of dried, hot aggregate of pre-determined grading and hot straight run bitumen in pre-determined quantity to give adequate strength and stability and shall apply both to the mix and the compacted layer on the road.
- .02 The actual quantity of binder and the aggregate used in various proportions shall be determined by laboratory tests and trial mixes.
- .03 The Contractor shall be responsible for the design of the mix and shall provide the design information to the Engineer together with sample sections on the site based on the designed proportions of the aggregate and binder to the Engineer's approval.
- .04 Once the design mix has been approved it shall not be varied by the Contractor without written authority of the Engineer.
- .05 Notwithstanding the Engineer's approval the Contractor shall be responsible for compliance with the provisions of this Specification.
- .06 The Materials used shall comply with the following requirements: -
  - .01 **BITUMEN GRADE 80/100**
  - .02 **COARSE AGGREGATE**
    - .01 Los Angeles Abrasion – Max. 35
    - .02 Aggregate Crushing Value – Max 28
    - .03 Sodium Sulphate Soundness – Max 12
  - .03 **FINE AGGREGATE**
    - .01 Sand equivalent min. 40.
    - .02 Sodium Sulphate Soundness max 12.

**.04 MINERAL FILLER**

.01 Shall be cement, lime, limestone or other mineral matter and shall be NON-PLASTIC

**.05 GRADING**

.01 Passing 0.425mm 100%

.02 Passing 0.075mm 75%

**.06 GRADING**

The mix grading shall comply with the table below:-

<b>Sieve Size</b>	<b>Percentage by Weight Passing</b>
14	100
10	90 – 100
6.3	62 – 92
4	50 – 80
2	35 – 65
1	25 – 50
0.425	14 – 33
0.300	11 – 27
0.150	6 – 17
0.075	3 – 8

**.07 PREMIX WEARING COURSE**

.07 Asphalt Mix



The mix shall comply with the following table: -

Test	Result Required
.01 Crushing Ratio	60 – 100%
.02 Marshall Stability (N) (Test ASTM, D 1559)	5000 – 9000
.03 Flow (mm)	2 – 5
.04 Voids in total mix (%)	3 – 5

.08 Mixing shall be carried out in an approved stationary plant at controlled temperatures (125-165°C) as follows:-

.01 The materials shall be mixed in such a manner that on discharge from the mixer the mixture is uniform in composition and all particles of the aggregate are completely coated. The mixing time shall be the minimum to ensure such coating and shall not exceed 90 secs. From the addition of the bitumen.

.09 When permitted by the Engineer, soil binder material may be added to screenings or used in lieu of screenings, provided it complies with the following requirements:-

.01 The fraction passing BS sieve No. 200 shall be less than half that passing No. 36 sieve.

.02 The plasticity index shall be not greater than 8 and preferably not greater than 5.

**.10 MURRAM (GRAVEL) FOR SUB-BASE MATERIAL**

.01 Where murram is specified for sub-base construction, naturally occurring lateritic gravel or decomposed stone and coral shall be used. The material may be in either a loose or cemented to an acceptable size on the roadbed during consolidation. The proportion of clay in the material must not be excessive and test results for the grading of the material and the Attenburg Limits must be produced by the Contractor prior to any material being delivered to site.

**A. MANUFACTURE AND LAYING**

The premix shall be manufactured in an approved plant and shall, where required by the Architect be laid by means of an approved paving machine such as a Bylaw-Knox or Barber-Green type paver, or otherwise shall be laid in an approved manner.

**B. BITUMEN**

The bitumen used in the premix shall be straight-run bitumen as follows: -

Base Course	-	80 - 100
		Penetration

Wearing Course	-	80 – 100
		Penetration

The bitumen shall be from an approved source delivered in sealed drums and opened with care to ensure cleanliness.

**.10 BITUMEN AND BITUMEN EMULSIONS**

.01 Before any bitumen or bitumen emulsion is delivered to the site, the Contractor shall provide the Engineer with a certificate from the manufacturer that the material to be supplied complies in all respects to the relevant specification given or referred to hereinafter.

.02 Any bitumen or bitumen emulsion delivered in leaking containers or deteriorated containers may be rejected. The types of bitumen binders required will normally be as follows:-

**.01 Prime Coat**

On stone base course	(R.C. 30 or MC 30)
On stabilized base course	(Alternatively R.C. Or MC 1)

**A. AGGREGATE**

The aggregate shall be blackstrap, hard, dense stone free from dust, impurities or a mixture of softer stone. Before commencing manufacture the Contractor must submit to the Architect samples of all sizes of stone he proposes to use and these, when approved, shall form the standard for the work. If the samples are rejected, the Contractor shall be responsible for providing samples from alternative sources.

**B. BASE COURSE**

The base course premix shall be of the specified thickness after consolidation of crushed blackstrap aggregate with 80 – 100 penetration straight run bitumen and approved filler.

The grading shall comply with Table 2 of B.S. 1621. The soluble bitumen binder minimum shall be raised from 3.0% to 3.5%.

**C. WEARING COURSE**

The wearing course premix shall be of the specified thickness after consolidation of crushed black trap aggregate with 80 – 100 penetration straight run bitumen and approved filler.

The grading complies with Table 5 of B.S. 1621.

The finish surface shall be to the required gradients and cambers and shall be well rolled and neatly finished off at all curbs, walls, drainage galleys etc., to the approval of the Architect.

**D. CONCRETE KERBS**

The rates entered by the Tenderer in Bills of Quantities for the provision and placing of precast concrete kerbs shall include for all necessary concrete bedding and haunching, and all necessary shuttering all in accordance with the specification and the drawings.

Concrete kerbs shall comply with B.S. 340 (Figure 7) for 250 x 125mm splayed, plain or circled kerbs.

Kerbs will be set on concrete (1:3:6) foundations size 225mm wide x 100mm thick and a 100mm thick x 200mm high haunching behind.

Kerbs to be bedded, jointed and pointed in cement mortar (1:3) and to be laid true to line, perfectly level or to even gradients and to be free from all chips, cracks, blemishes and cement stains at joints.

**A. WORKMANSHIP**

Excavation in Trench for Pipe Culverts, Headwalls and Wing walls

- .01 Trenches for culverts, headwalls, wing walls shall be excavated to line and depths shown on the drawings or as directed by the Engineer and shall be of sufficient width to give working clearance in the trench but for the purpose of measurement and payment, the width of the trench shall be taken as 1.5D where D is the outside measurement of the pipe. Backfilling of trenches around culverts shall be done to a density of 100% BS Compaction. Excavation for inlet and outfall drains, catch water drains and trench or subsoil drains shall be to the dimensions ordered by the Engineer.

**B. GROUTED STONE PITCHING**

- .01 The stones used for the grouted pitching shall be hard angular rock, roughly cubical in shape and of dimensions such that they can be laid with a minimum thickness equal to that specified.
- .02 The interstices of the grouted pitching shall not be filled with fill material but may be choked with large rock spalls. The pitching shall be thoroughly soaked with water and grout of 1:4 cement: sand mortar shall be rammed into the interstices and smoothed off flush with the pitched face.
- .03 Grouted pitching to embankments and around structures shall be constructed as soon as possible after the embankments have been built. The surface of the filling to receive the pitching shall be compacted and trimmed to slope and the stone hand laid interlocked and rammed.

## **CONCRETE PAVING BLOCK**

### **A. SCOPE**

Concrete paving blocks shall comply with the requirements of the Specification for precast concrete paving blocks published jointly by the Cement and Concrete Association, the County Surveyor's Society and Interpave, September 190 (or as amended by subsequent British Standards).

### **B. CONSTRUCTIONAL DETAILS**

#### **LAYING PATTERN**

The laying pattern shall be that specified for vehicular traffic or the herringbone type.

#### **SURFACE LEVELS OF PAVEMENTS**

The following levels shall apply to the various layers of concrete block pavements.

<b>Layer</b>	<b>Tolerance</b>
Formation	+20 mm – 30 mm
Sub-base	+20 mm
Road base (where required)	+15 mm
Pavement Surface (except adjacent to gullies)	+6 mm

#### **Surface levels of Paving Blocks Adjacent to Drainage Installations**

The surface levels of paving blocks immediately adjacent to gullies, surface drainage channels and outlets shall not deviate from the design level by more than +6mm, -0mm and on the upper level of drainage installation +0mm, -10mm.

### **C. DEVIATION FROM DESIGN PROFILE**

The deviation from the design profile measured under a 3m straight edge shall not exceed 10 mm.

**A. LEVELS OF ADJACENT BLOCKS**

Levels of any two adjacent blocks shall not differ by more than 2 mm.

**B. CROSSFALLS AND GRADIENTS**

A minimum cross fall of 2.5% shall be adopted where practicable. Longitudinal gradients shall not be less than 1%.

**C. PAVEMENT CONSTRUCTION**

**Preparation of Sub-grade**

The sub grade shall be prepared to the required formation and shall be sufficiently wide to extend to the near face of the proposed edge restraint and around existing structures. The sub-grade shall be drained and protected against inundation and ground water by piped or channelled storm water drainage and sub soil drainage. All drainage works located beneath the

Pavement shall be completed in conjunction with sub-grade preparation before commencement of sub-base construction. Any unsuitable material shall be removed from the sub-grade and treated or replaced with suitable material properly compacted.

**D. PREPARATION OF SUB-BASE**

**New Sub-base**

Sub-bases shall be constructed by following construction requirements and using one or other of the materials complying with Department of Transport Specification for Road and Bridge Works as listed below: -

- Granular sub-base materials type 1
- Soil-Cement
- Cement-bound granular material
- Lean Concrete
- Wet mix macadam
- Wet lean concrete.

When no road base is to be laid, the surface of the sub-base shall be close-knit to prevent laying course material from sinking.

**A. EXISTING SUB-BASE**

Where an existing sub-base is to be used, it shall be inspected to ensure that it is suitable for the purpose. Any unsuitable material shall be removed and replaced by sub-base material complying with the requirements of Clause 1201.2.1.

**B. PREPARATION OF ROAD-BASE**

When a road base is required, it shall be formed with materials described in the Department of Transport Specification for Road and Bridge Works and constructed in accordance with that Specification, e.g.

Soil-cement  
Cement bound granular material  
Lean concrete  
Wet mix macadam  
Wet lean concrete

**C. LAYING COURSE MATERIAL**

The laying course shall be of uniform thickness and shall be made up of naturally occurring sand or crushed rock fines. The material shall be free from deleterious salts or contaminants. The grading shall be within and approximately parallel to the following grading limits.

<b>BS Sieve Size</b>	<b>Percentage of Weight Passing</b>
5.00 mm	90 – 100
2.36 mm	75 – 100
1.18 mm	55 – 90
0.60 mm	35 – 59
0.30 mm	8 – 30
0.15 mm	0 – 10

**D. MOISTURE CONTENT OF LAYING COURSE**

The moisture content of the laying course material shall not deviate by more than 1% from its optimum moisture content as determined in accordance with test 12 of BS 1377.

**A. SCREEDING THE LAYING COURSE**

The laying course shall be such that after compaction it forms a uniform layer 25 mm below the blocks. It may be screed in accordance with the following two methods:-

Either

- (a) The material shall be spread loose in a uniform layer and screed to a thickness required to give a nominal 25 mm layer after completion of the paving.

Or

The material shall be spread in loose uncompacted layer approximately two thirds of the required final thickness. This layer shall be lightly compacted by means of a vibrating plate compactor. A further layer of loose material shall be spread and screeded to create a loose surface on to which the blocks can be placed.

Where closer tolerance than those quoted in Clause 1201.2 for the level of the sub-base materials have been achieved, or road base has been used, a thinner laying course can be used.

**SURFACE COURSE**

**B. EDGE RESTRAINTS**

Edge Restraints shall be provided along the perimeter of all paved areas and shall be adequate to support traffic loads and to prevent the escape of laying course material from beneath the paved surface. Edge restraints shall be formed before compacting adjacent blocks and the restraint together with any concrete haunching shall be mature before vibration of the surface course is undertaken. Haunching to an edge restraint on the paving face shall be vertical down to the level of the underside of the laying course.



**(A) LAYING BLOCK PAVING**

The blocks shall be laid hand-tight in the design pattern working from an existing laying face edge or edge restraint wherever possible. Mechanical forces shall not be used to obtain tight joints. Block shapes designed to assist with formation of boundaries and with changes in direction may be incorporated as appropriate. Full blocks shall be laid first; closure units shall then be laid. The area to be laid shall be completed as far as it is possible in entire block units. Infilling to boundaries and obstructions shall proceed as the laying of the surface course proceeds and in any case, infilling shall be completed before compaction commences.

## **PLUMBING AND DRAINAGE SPECIFICATION**

### **A. GENERAL**

This section specifies the general requirements for plant, equipment, and materials.

### **B. AUTHORITATIVE STANDARDS AND CODES OF PRACTICE**

The authoritative standard referred to in this Specification are B.S or B.S codes of practice. Should the contractor wish to substitute any other authoritative standard or code of practice for any referred to in the specification, he must submit details of any such standard or code of practice with two copies of the document for approval by the Architect. Approval will only be given to use an alternative standard or code of practice if the Architect considers the proposed standard or code or practice will produce work of a standard equal or better than that of the specified standard or code of practice.

The whole of the plumbing works is to be executed by a registered plumber and drain layer in strict accordance with the Regulations of the Local Authorities and to the satisfaction of the Architect.

### **C. MATERIALS GALVANIZED STEEL PIPEWORK**

Galvanized steel pipe work shall be manufactured to comply in all respects with the standards described for black steel pipe work.

Galvanizing shall be carried out in accordance with the requirements of B.S.1387 and BS.143 respectively.

### **D. COPPER TUBING**

All copper tubing shall be manufactured in accordance with B.S.2871 from C.160 'Phosphorus De-oxidized Non-arsenical Copper' in accordance with B.S.1172.

Pipe joints shall be made with soldered capillary fittings and connections to equipment shall be with compression fittings manufactured in accordance with B.S.864.

## **PLUMBING AND DRAINAGE (CONT'D)**

Short copper connections tubes between galvanized pipe work and sanitary fittings shall not be used because of the risk of galvanic action.

If, as may occur in certain circumstances, it is not possible to make the connections in any other way than by the use of copper tubing, then a brass straight connector shall be positioned between the galvanized pipe and the copper tube in order to prevent direct contact.

### **A. CAST IRON PIPEWORK**

Internal iron pipe work and fittings for use above ground in connection with internal buildings services, shall be manufactured with spigot and socket joints of the weight required by the Local Authority and shall comply fully with the requirements of B.S 416.

All joints on cast iron spigot and socket pipes shall be made with an approved cold caulking compound and contraction which may take place.

All cast iron pipe work, branches, tees, bends and other fittings shall be supplied complete with inspection covers for cleaning purposes. These inspection covers shall be included as part of the fittings and shall comply with the requirements of B.S 416.

### **B. EXTERNAL SERVICES**

Cast iron pipe work which is used in connection with buried external services, shall be manufactured, coated and tested in accordance with the requirements of B.S 1211.

All buried cast iron bends, elbows, swept tees and other fittings, and shall comply with the requirements of B.S.1130.

Jointing on external cast iron pipes shall be carried out in accordance with one of the methods described in B.S Code of Practice 301, Clause 505c (v) to the approval of the Engineer.

## **PLUMBING AND DRAINAGE (CONT'D)**

### **A. CONCRETE PIPE**

Where concrete pipe and fittings are used in connection with the conveyance of surface water or sewage under atmospheric pressure, they shall be manufactured in accordance with the requirements of B.S 556 Class 1 except where otherwise stated.

The joints of concrete pipe and fittings may be one of the following depending upon application and conditions:

1. Flexible spigot and socket type
2. Flexible rebated type (storm water drainage only)
3. Ordinary spigot and socket type
4. Ordinary rebated type (storm water drainage only)

Joints (1) and (2) shall be sealed with suitable rubber gaskets manufactured in accordance with B.S 2494 except where they are likely to be contaminated by oil products in which case the gaskets shall be manufactured in accordance with B.S 3514. Joints (3) and (4) shall be made with an approved cement mortar mix.

### **B. P.V.C (HEAD) PRESSURE PIPE AND FITTINGS**

All PVC pipes and fittings shall be manufactured in accordance with B.S 3505 1968.

### **C. JOINTING**

The method of jointing to be employed shall be that of Solvent Welding, using the pipe and manufacturers approved cement. Seal ring joints shall be introduced where it is necessary to accommodate thermal expansion.

## **PLUMBING AND DRAINAGE (CONT'D)**

### **A. ANCHORING**

All bends, valves and hydrant tees etc., in the line of the water main shall be adequately anchored to resist thrust due to internal water pressure. A concrete block shall be cast under and around the pipe and between it and sides of the trench. Well rammed material shall be used to support the pipe and either side of the concrete.

### **B. PIPE BED**

Pipe shall be uniformly laid on a 75mm thick bed, (the full width of trench) of fine-grained material (sand or red soil) and must not be allowed to rest on the joint or on stones etc.

### **C. SUPPORTS TO FITTINGS**

In underground installations care shall be taken to ensure that heavy components such as valves are fully supported so that no weight is carried by the pipeline.

### **D. BACKFILLING**

For the protection of the pipe initial backfilling shall be carried out as soon as possible after laying.

The initial backfill shall be fine grained material thoroughly compacted around the pipe and consolidated to a depth of 6" above the crown of the pipe at no time shall heavy rocks, stones or other objects be included in the balance of the backfill that might protrude through the initial backfill layer and come into contact with the pipe.

### **E. TESTING**

Pipelines shall be tested in sections under the internal water pressure – normally one and half times the maximum allowable working pressure for the class of pipe used. Testing shall be carried out as soon as practicable after laying and when the pipeline is adequately anchored. Precautions shall be taken to eliminate all air from the test section and to fill the pipeline slowly to avoid risk of damage due to surge.

## **PLUMBING AND DRAINAGE (CONT'D)**

### **VALVES**

#### **A. DRAW-OFF TAPS AND STOP VALVES (UP TO 50MM NOMINAL BORE)**

Draw off taps and valves up to 50mm nominal bore, unless otherwise stated or specified, for attachment or connection to sanitary fittings shall be manufactured in accordance with the requirements of B.S.1010.

#### **B. GATE VALVES**

All gate valves 80mm nominal bore and above, other than those required for fitting to buried water mains shall be of cast iron construction, in accordance with the requirement of B.S 3464. All gate valves required for fitting to buried water mains shall be of cast iron construction in accordance with the requirements of B.S.1218.

All gate valves up to and including 65mm nominal bore shall be of bronze construction in accordance with the requirements of B.S 1952.

The pressure classification of all gate valves shall depend upon the pressure conditions pertaining to the Site of Works.

#### **C. GLOBE VALVES**

All globe valves up to and including 65mm nominal bore shall be of bronze construction with the requirements of B.S 3961.

The pressure classification of all globe valves shall depend upon the pressure conditions pertaining to the Site of Works.

#### **D. CHECK OR NON-RETURN VALVES**

All check or non-return valves 800mm nominal bore and above shall be of the swing check type of cast iron construction in accordance with the requirements of B.S 4090.

The pressure classification of all check or non-return valve shall depend upon the pressure conditions pertaining to the Site of the works.

## **PLUMBING AND DRAINAGE (CONT'D)**

### **A. BALL VALVES**

All ball valves for use in connection with hot and cold-water services shall be of the ports mount type in accordance with the requirements of B.S 1212, constructed from bronze or other corrosion resistant materials. These valves fall into three pressure classifications as follows:

- |       |                 |   |                 |
|-------|-----------------|---|-----------------|
| (i)   | Low Pressure    | - | 3.58 b maximum  |
| (ii)  | Medium Pressure | - | 7.72 b maximum  |
| (iii) | High Pressure   | - | 12.62 b maximum |

The pressure classification required for each ball valve will be designated in the description of its associated equipment contained in section IV of the Specification.

### **B MANUALLY OPERATED MIXING VALVES**

Mixing valves for shower fittings and other appliances being provided under the Sub-Contract Works shall be manufactured in accordance with the requirements of B.S. 1415 from bronze or other corrosion resistant materials.

## **WASTE FITMENT TRAPS**

### **C. STANDARD AND DEEP SEAL P & S TRAPS**

Where standard or deep traps are specified, they shall be manufactured in suitable non-ferrous materials in accordance with the full requirements of B.S 1184.

In certain circumstances, cast iron traps may be required for cast iron baths and in these instances bath traps shall be provided which are manufactured in accordance with the full requirements of B.S 1291.

### **D. ANTI SYPHON TRAPS**

Where anti-syphon traps are specified, these shall be similar or equal to the range of traps manufactured by Terrain – their self-resealing traps or by Marley Extrusions Ltd. – their Anti-syphon Traps.

## **PLUMBING AND DRAINAGE (CONT'D)**

### **PIPE SUPPORTS**

#### **A. GENERAL**

This Sub-Clause deals with pipe supports securing pipes to the structure of buildings for above ground application.

The variety and type of supports shall be kept to a minimum and their design shall as such as to facilitate quick and secure fixing to metal, concrete, masonry or wood.

Consideration shall be given when designing supports, to the maintenance of desired pipe falls and the restraining or pipe movement to a longitudinal axial direction only.

The Sub-Contractor shall supply and install all steelwork forming part of the pipe support assemblies and shall be responsible for making good any damage to builders work associated with the pipe support installation.

The Sub-Contractor shall submit all his proposals for pipe supports to the Engineer for approval before any erection work commences.

#### **B. STEEL AND COPPER PIPES AND TUBES**

Pipe runs shall be secured by pipe clips connected to pipe hangers, wall brackets, or trapeze type supports. 'U' bolts shall not be used as a substitute for pipe clips without the prior approval of the Engineer. An approximate guide to the maximum permissible supports spacings in metres for steel and copper pipe and tube is given in the following table for horizontal runs.



**PLUMBING AND DRAINAGE (CONT'D)**

SIZE MINIMAL BORES	COPPER TUBE TO B.S 659	STEEL TUBE TO B.S. 1237
15mm	1.25m	2.0m
20mm	2.0m	2.5m
25mm	2.0m	3.0m
40mm	2.5m	3.0m
50mm	2.5m	3.5m
65mm	3.0m	3.5m
80mm	3.0m	3.5m
100mm	3.0m	4.0m
125mm	3.0m	4.5m
150mm	3.5m	4.5m

The support spacing for vertical runs shall not exceed one and a half times the distances for horizontal runs.

**A. EXPANSION JOINTS AND ANCHORS**

Where practicable, cold pipe work systems shall be arranged with sufficient bends and changes of direction to absorb pipe expansion providing that the pipe stresses are contained within the limits prescribed in the relevant B.S. Specification.

The Sub-Contractor shall pay particular care when supporting cast iron and asbestos cement pipes in order to ensure that settlement and building movement do not break the pipe joints.

Where piping anchors are supplied, they shall be fixed to the main structure only. Details of all anchor design proposals shall be submitted to the Engineer for approval before erection commences.

The Sub-Contractor when arranging his piping shall ensure that no expansion movements being transmitted from pumps to piping systems or vice versa.

## **PLUMBING AND DRAINAGE (CONT'D)**

### **A. JOINTING PIPES**

Joints shall be made strictly in accordance with the manufacturer's instructions. The Sub-Contractor shall make use of the technical advisory services offered by manufacturers for instructing pipe jointers in the methods of assembling joints.

Where manufacturers recommend the use of special jointing tackles, the Sub-Contractor shall use these for the assembly of all joints to pipes. Sockets shall be laid looking uphill unless otherwise approved.

Before making any joints, all jointing surfaces shall be thoroughly cleaned and dried and maintained in such condition until the joints have been completely made or assembled. Notwithstanding any flexibility provided in the pipe joints, pipes must be securely positioned to prevent avoidable movement during and after the making of the joint.

The space between the end of the spigot and the shoulders of the socket of flexibility jointed piped when jointed shall be as recommended by the manufacturer or order by the Engineer.

After flexibly jointed pipes, other than PVC pipes have been jointed the gaps between the barrel of the pipes and internal face of the socket shall be sealed with puddle clay, rope yarn or other approved material. The rope yarn or other material must have been treated so as not to support bacterial growth.

Where loose collars are used to join the pipes cut for closers, special tools shall be employed to keep the inside of the pipes flush and the collar concentric with the pipe while the joint is being made.

Pipes provided with spigot and socket joints of the self-centering, instantaneous joint type, such as the rubber ring push fit joint, shall be laid and jointed strictly in accordance with the maker's instructions. Generally, the joint ring shall be cleaned and inspected for cuts and defects, and socket and spigot examined to ensure freedom from oil, grease, tar and grit. The makers recommended lubricant will be used.

## **PLUMBING AND DRAINAGE (CONT'D)**

### **B. SOLVENT WELDED JOINTS**

Only the solvent cement recommended by the manufacturer for his pipe joint system shall be used and his instruction on the making of the joint shall be closely followed.

Excess solvent cement shall not be applied to the insider of the pipe socket and all surplus solvent shall be removed from the joint and the pipe.

Any solvent falling on the trench formation shall be removed by excavating the contaminated soil.

Solvent welded pipes jointed outside the trench shall not be lowered into the place until the elapse of time recommended by the manufacturer. The time allowed for curing shall be increased with lower temperatures.

### **A. CONNECTION OF TUBING TO STORAGE TANKS, HOT WATER CYLINDERS AND SANITARY FITTINGS**

Each connection of tubing to cold water storage tanks shall be made by drilling a hole in the tank side and using a long screw, union and two back nuts all well screwed up in red lead. Joints of tubing to flanged and bossed connections of hot water cylinders shall be made with a boiler screw, union and back nut screwed up in red lead.

Connections to sanitary fittings shall be made with 450mm lengths of copper tubing bent to shape as required with copper to iron couplings at each end, and red lead joint to joint union of fittings and tubing.

All sanitary-ware fittings shall be left in a clean and good condition to the satisfaction of the Engineer.

All fittings shall be fixed in accordance with the manufacturer's instructions and shall comply with the general requirements of B.S Code of Practice 305 and the Particular requirements of the latest applicable B.S Specification.

Lavatory basin brackets shall be cut and pinned to walls in cement mortar including making good rendering, tiling or plastering etc.

## **PLUMBING AND DRAINAGE (CONT'D)**

### **B. PIPE SLEEVES**

Main runs of pipe work are to be fitted with sleeves where they pass through walls and floors. Generally, the sleeves shall be of P.V.C except where they pass through the structure, where they shall be mild steel. The sleeves shall have 6mm – 12mm clearance all around the pipe, or for insulated pipe work all around the insulation. The sleeve will then be packed with slag wood or similar.

### **C. CUTTING PIPES**

Iron pipes shall be cut by a method and with apparatus which provides a clean square cut of the pipe and of the lining, if any, without damage to pipe or lining.

All cut or trimmed ends, and the parts of any pipe on which the coating may have suffered damage shall be recoated with bitumen before the pipes are laid. The external area at cut spigot ends of ductile iron pipes shall be ground for a distance of at least 125mm.

Asbestos-cement pipes shall be cut by hacksaw or other approved means to a square and even finish without splitting or fracturing the wall of the pipe. A percentage of the pipes ordered shall be supplied with fully turned barrels and these pipes will be set aside for use in cutting specific lengths. When no fully turned pipes are available a hand operated turning machine shall be used to prepare the ends of cut pipes for Johnson Couplings, barrel joints or collar joints.

Pitch-impregnated fibre pipes shall be cut by saw and where necessary the end shall be filled or machined to the required 2 degrees taper.

Concrete pipes shall be cut to a square and even finish without splitting or fracturing the wall of the pipe. Reinforcement shall be cut back flush with the concrete and bare metal protected with bituminous paint or cement grout as directed.

Only steel pipes supplied rounded throughout their length shall be used as cut pipes to form closures. The cutting shall be done by an approved method and apparatus which provides a clean square cut, without separation of the lining from the pipe wall. Minor damage to the lining may, if permitted be repaired on site in accordance with the manufacturer's instructions. Where in the opinion of the Engineer the damage is serious the pipe or special shall be returned to the manufacturer for reconditioning.

## **PLUMBING AND DRAINAGE (CONT'D)**

### **A. PIPES BUILT INTO STRUCTURES**

The outside surface of all pipes and special castings to be built into structures shall be thoroughly cleaned immediately before installation. Where ordered protective coatings to metal pipes shall be removed from the sections to be built in, while the external surfaces of fireclay and concrete pipes shall be roughened to form a key or concrete or mortar. Sheathing to steel pipes shall be cut away from the sections to be built-in and after erection the protection shall be completed by applying approved bituminous material around the barrels of pipes at the junctions with structures.

Pipes passing through water retaining walls and floors shall, where possible, be built into the structure in-situ. Shuttering shall be formed closely to the outside of the pipes, and concrete shall be placed and compacted thoroughly round pipe and puddle flange, if any.

Where fixing in the course of construction if not possible, temporary opening in structures, formed to the dimensions shown by the Engineer shall be left where indicated or directed to accommodate the subsequent erection of pipes and special castings. In water retaining structures, they shall taper to a smaller dimension towards the external faces of structures and shall include where indicated a water stop. In basements, dry chambers at pumping stations etc., temporary openings shall taper to a smaller dimension towards the internal faces of structures and shall also include, where indicated a water stop. Prior to in-filling, all surfaces against which fresh concrete is to be placed shall be prepared as specified, while the external surfaces of pipe work shall be prepared as described in this clause.

### **B. SETTING VALVES**

Care must be taken to prevent damage to all valves, fire hydrants and the like, and their ancillary equipment. Valves etc. and ancillary apparatus shall be stored in clean conditions and in a manner that excludes all water. Where directed, headstock, motors, gearing or indicators shall be removed, adequately labelled for identification, stored carefully in weather-proof premises and be reconnected after erection of the valves. Frost cocks shall be kept clean and free from obstruction. Electrical equipment shall be protected from damp and the damp-proofing seals shall remain intact until the electrician is ready to connect up the equipment.

## **PLUMBING AND DRAINAGE (CONT'D)**

The gun metal faces, and seats of all valves must be kept clean. No valve shall be closed without first wiping the faces with a clean cloth. The cavity beneath the valve door shall be thoroughly cleaned by hand. In the event of accident, fouling matter shall be either dissolved or carefully removed by methods that do not involve scraping or gunmetal faces.

All valves shall be set so that operating spindles are truly vertical unless otherwise detailed or directed.

Every stuffing box shall be examined when the main is charged with water and leaking boxes shall be adjusted or replaced with square plaited lubricated hemp packing or approved manufacture. The stuffing box shall not be so tightly packed as to materially affect the friction of the packing on the spindle.

No air valve shall be stored before erection in the open in sunlight, or upside down to expose the balls and air cavities. Air valves shall be checked before the main is charged to ensure that the balls and faces are not scored or split and that there are no direct or other deleterious materials in the cavities of the body. All air nozzles shall be probed to see that they are clean.

Fire hydrants, frost plugs and similar fittings shall be checked before being incorporated in the line and before the main is charged to ensure that all passageways are clean.

The installation of special types of valve and metering equipment must be strictly in accordance with the manufacturer's instructions.

The direction of opening of the valve shall be indicated on the headstock and on the underside of hydrant covers.

### **INSTALLATION**

#### **A. GENERAL**

Installation of all pipe work, valves, fittings and equipment shall be carried out under adequate supervision from skilled staff to the relevant codes and standards as specified herein. The Sub-Contractor shall be responsible to the Main Contractor for ensuring that all builders work associated with his piping installation is carried out in a satisfactory manner to the approval of the Engineer.

## **PLUMBING AND DRAINAGE (CONT'D)**

### **ABOVE GROUND INSTALLATION**

#### **A. WATER SERVICES**

Before any joint is made, the pipes shall be hung in their supports and adjusted to ensure that the joining faces are parallel and any falls which shall be required are achieved without springing the pipe.

Where falls are not shown on the Contract Drawings or stated elsewhere in the specification, pipe work shall be installed parallel to the lines of the buildings and as close to the walls, ceilings, columns etc., as is practicable.

All water systems shall be provided with sufficient drain points and automatic air vents to enable them to function correctly. Valves and other user equipment shall be installed with adequate access for operation and maintenance where valves and other operational equipment are unavoidably installed beyond normal reach or in such position as to be difficult to reach from a short step ladder, extension spindles with floor or wall pedestals shall be provided.

Screwed piping shall be installed with a sufficient number of unions to facilitate easy removal of valves and fittings, without the need to cut the pipe.

Full screwed joints to piping and fittings shall be made with P.T.F.E Tape in accordance with B.S 4375.

The test pressure shall be maintained by the pump for about one hour and if there is any leakage, it shall be measured by the quantity of water pumped into the main in that time. A general leakage of one gallon per 25mm of diameter, per 1.6 kilometres per 24 hours per 30 metres head, may be considered reasonable but any visible individual leak shall be repaired.

**A. SANITARY SERVICES**

Soil, waste and vent pipe systems shall be installed in accordance with the best standards of modern practice as described in B.S. 5572 to the approval of the Engineer.

The Sub-Contractor shall be responsible for ensuring that all ground floor waste fittings are discharged to a gulley trap before passing to the sewer via a manhole.

The Sub-Contractor shall provide all necessary roding and inspecting facilities within the draining system in position where easy accessibility is available.

Where a branch requires roding facilities in a position to which normal access is unobtainable, then that branch shall be extended so as to provide a suitable purpose made roding eye in the nearest adjacent wall or floor to which easy access is available.

The vent stacks shall terminate above roof level and where stack passes through roof, a weather skirt shall be provided. The Sub-Contractor shall be responsible for sealing the roof after installation of the stacks.

The open end of each stack shall be fitted with plastic coated or galvanized steel, wire guard.

Access for roding and testing shall be provided at the foot of each stack.

**B. SANITARY APPLIANCES**

All sanitary appliances associated with the Sub-Contract Works shall be installed in accordance with the best standard of modern practice as described in C.P 305 to the approval of the Engineer.



## **UNDERGROUND INSTALLATION**

### **A. GENERAL**

All underground water and drainage service installation shall be installed in accordance with the best standard of modern practice as described C.P. 301 and C.P 305 respectively and the following clause.

### **BEDDING**

#### **B. GRANULAR BEDDING MATERIAL – TYPE A**

Granular bedding Type A shall comprise broken stone or gravel, crushed brick or concrete to pass a 25mm sieve and be retained on 5mm sieve thoroughly mixed with free draining coarse sand in the ratio of one part sand to two parts stone or gravel; or aggregate to B.S. 882 Table 3 or other material which in the opinion of the Engineer has similar characteristics.

Particles shall be rounded or angular but not flaky or elongated and of adequate crushing strength to produce when tested in accordance with B.S 812 a 10 percent fines value, greater than 5 tonnes.

#### **C. SELECTED FILL – TYPE B**

Type B selected fill shall be uniform readily compatible material from tree roots, vegetable matter and building rubbish. All clays lumps retained on a 75mm sieve and all stones retained on a 25mm sieve shall be excluded.

#### **D. GRANULAR BEDDING MATERIAL – TYPE C**

Granular bedding Type C shall be as Type A bedding material but with all material passing a 10mm sieve. In addition, where used to be flexible not exceeding 0.1. The **compaction factor test** shall be carried out as follows:

### **E. EQUIPMENT**

1. An open-ended cylinder 225mm long and 150mm internal diameter, (a pitch) fibre of PVC pipe is suitable).

**PLUMBING AND DRAINAGE (CONT'D)**

2. A metal rammer with a skirting face 40mm diameter weighing 0.9 to 1.1. Kg.
3. A measuring rule.

**A. METHOD**

A representative sample more than sufficient to fill the cylinder is obtained, (about 12 kg). It is important that the moisture content of the sample should not differ significantly from that of the material from which the sample was obtained at the time of the use of the trench.

The cylinder is placed on a firm surface and the material sample poured into it loosely and without tamping. The top surface of the material is struck off level with the top of the cylinder and all surplus material removed. The cylinder is then lifted clear of its contents and placed on a clean area of the flat surface. About one quarter of the material is then placed back in the cylinder and tamped thoroughly until no further compaction can be obtained. This procedure is repeated until with the second, third and final quarter tamping each successive surface as level as possible.

The height from the material surface to the top of the cylinder is then measured with the rule and this distance divided by the height of the cylinder, (225mm), is referred to as the Compaction Factor. For each batch of material three (3) Compaction Factor Tests will be made and if the average value is greater than 0.1 then the batch of material will be deemed to be unsuitable for use as Type C bedding material. Material sufficient for the bed and surround of 200 linear metres of pipe will be considered to comprise a batch.

**B. BEDDING AND SURROUND FOR CONCRETE PIPES**

The material to be used for bedding and surround for concrete pipes shall not contain more than 0.3 per cent sulphate expressed as sulphur trioxide nor shall it be obtained from a site where the ground water contains more than 0.1 per sulphate.

**A. FIELD OR FRENCH DRAINS**

Pipes for French drains shall be either British Standard Surface pipes glazed or unglazed manufactured to B.S 65 and 540, with Type 2 sockets or plain ended supplied with sleeve couplings or Type 1 perforated socketed and sleeve coupled pipes porous concrete pipes to B.S 1194.

**B. DEFINITIONS**

For the purpose of underground piped services, the following definitions shall apply:

- (a) Top soil shall mean the top layer of soil that can support vegetation.
- (b) Suitable material shall mean all material capable of being compacted, forming a stable fill and approved as such by the Engineer.
- (c) Unsuitable material shall mean material other than suitable material and shall include material from swamps, marshes or bogs, peat, logs, stumps, or other perishable material, clay of liquid limit exceeding 80 and/or plasticity index exceeding 55, or materials having greater moisture content than approved for use.
- (d) Rock in excavation shall mean such material which cannot be excavated by hand methods and individual solid boulders exceeding 0.2 cu.m.
- (e) 'Rigid pipes' shall mean pipes of cast or spun iron, concrete asbestos cement, clay or similar materials.
- (f) 'Flexible pipes' shall mean pipes of steel, PVC or other plastic, pitch fibre, ductile iron or similar materials.
- (g) 'Rigid joints' shall mean joints made of bolting together flanges integral with the barrels of the pipes, by welding together the barrels of the pipes, by caulking sockets with non-deformable material, such as cement mortar, run lead or by similar techniques.
- (h) 'Flexible joints' shall mean joints made with factory-made jointing materials, loose collars, rubber rings etc., and which allow some degree of flexing, however small, between adjacent pipes.

**A. TYPES OF PIPE**

The Contractor shall construct the pipeline using the designs of pipe, bed, haunch and surround detailed on the Drawings.

Where the Contractor wishes to use a type of pipe not manufactured in the minimum internal diameter indicated in the Contract, he may substitute the next larger diameter manufactured, subject to compliance with the design requirements, clearance and cover. The Contractor shall not use pipes and fittings supplied by more than one manufacturer without approval.

**B. SETTING OUT**

The Contractor shall set out the underground services to the lines shown on the Drawings. Where the service is required laid to falls these shall be set by means of proper sight rails and boning rods.

Sight rails shall be of the following minimum standard. They shall be adjustable sight rails of 150mm x 30mm wrought softwood of length 1m painted black and white as directed secured to strong uprights embedded in the ground at distances not exceeding 60 metres.

Care shall be taken to ensure that these sight rails are not obscured by spoil from the excavation.

**C. EXCAVATION**

The Contractor shall carry out the excavation in accordance with the Drawings and shall comply with the slopes, levels, depths and heights shown thereon.

Unless otherwise directed topsoil shall be striped, laid aside and kept separate from other excavated materials for reuse. Road bottoming and surfacing material which is approved as suitable for re-use shall be laid aside and kept separate from other excavated materials.

Where shown in the Contract or directed topsoil shall be striped over the full width of the working area before any other operation is carried out and soil deposited in dumps. On completion of the other operations the soil shall be evenly spread over the stripped surface.

**PLUMBING AND DRAINAGE (CONT'D)**

Excavation shall be carried out the dry and both trenches and general areas shall be kept free from water by pumping, provision of temporary drains, sumps and

Excavations shall be taken out to the least dimensions required to accommodate the service and the working space necessary for its installation subject to the following restrictions. All excavations shall be carried so that the soil beneath receives the maximum amount of disturbance.

Unless otherwise directed the overall width of pipe trench excavation from the trench bottom to a level 300mm above crown of the pipe shall be in accordance with the following table:

Table 40.1 – Pipe Trench Widths

Nominal Internal Diameter (mm)	Minimum overall Trench width (mm)	Maximum overall Trench width (mm)
100	430	630
150	500	700
200	550	750
225	580	780
300	680	880
375	950	1150
400	1000	1200
450	1330	1230
525	1120	1320
600	1240	1440
675	1330	1530
750	1400	1600
825	1490	1690
900	1920	2120
1050	2100	2300
1200	2290	2490
Above 1200	Outside diameter of Pipe plus 800mm	Outside diameter of Pipe plus 1000mm

Battering or stepping of the sides of trenches, if approved, will only be permitted from 300mm above the crown of the pipe to the original ground level.

**PLUMBING AND DRAINAGE (CONT'D)**

The maximum trench width given above shall be measured to the earth face of any sheeting or trench supports.

Excavation shall be taken to the depth required for the class of bedding shown on the drawings. Any excavation greater than this depth shall be filled with the same material as required for bedding to the Engineer's satisfaction and at the Contractor's expense.

When concrete is directed to be cast directly against existing soil the excavation shall be neatly executed to the shape required.

Excavation shall be timbered, sheet piled or otherwise supported to ensure the stability of the surrounding ground, the Works and adjacent structures and to ensure the safety of all persons.

The sides of excavation will be battered only where approved or directed.

All over-excavation due to slips, over break and the like shall be remedied at the Contractor's expenses, by infilling with suitable material as directed by the Engineer.

Should the Engineer regard the Contractor's support of any excavations as inadequate then the Contractor shall comply with any instruction by the Engineer to alter or increase the support. Any instruction so given by the Engineer will in no way relieve the Contractor of his responsibilities under the Contract.

Material from excavations other than unsuitable material shall be set aside clear of the sides of excavation for reuse. Unsuitable material shall be removed to the Contractor's tip.

When the final level of the foundation, as shown on the Drawing or directed by the Engineer, has been reached the Engineer will inspect and approve the foundation prior to the commencement of concreting or other work thereon. The bottoms of all excavations shall be carefully shaped for slop as shown or directed. Any pockets of soft or loose material shall be removed and any cavities or fixtures filled as directed.

The Contractor shall at his own expense make good with mass concrete or as directed exaction greater than required for the complete work. Material which the Contractor has allowed to become unsuitable shall be removed and replaced with mass concrete or a directed, at the Contractor's expense.

## **PLUMBING AND DRAINAGE (CONT'D)**

The Contractor shall provide whatever additional pipe protection is directed specified maximum width be exceeded due to his method of working.

Where rock or boulders are present in pipe trenches specified to have Class C or FD bedding the sides of the trenches shall be so trimmed that when the pipe is laid to the correct level and alignment no projection of the rock comes within 100mm of the outside of the pipe barrel at any point.

Where rock is found in the bottom of trenches for pipes specified to have Class C or FD bedding, the trenches shall be excavated to the additional depth necessary to allow for Class B or FC bedding respectively.

The Contractor shall avoid unduly disturbing the finished trench formation and shall make good, disturbed areas and excavate any wet or puddled material which might result from his failure to do so.

Where directed trenches close to existing structures shall be opened in short lengths and refilled or partly filled with mass concrete or other approved material.

Trenches for pipes carrying water under pressure, except where otherwise required by the Contract, shall be excavated to a sufficient depth to ensure, after consolidation of the refilling, a normal minimum depth of cover of 800mm from the ground surface to the top of the pipe. Under roads a normal minimum depth of cover of 900mm shall be provided. Where the pipeline is required to be laid to a depth which does not permit this condition to be fulfilled the ground surface shall be made up locally with banking as directed.

### **A. Pipe laying General**

On arrival at the Site, pipes shall be carefully inspected for damaged ends, cracks or other defects and any found to be faulty shall be marked and set aside for a decision from the Engineer as to their acceptability.

Pipes with damaged ends may be either completely replaced or have the ends cut off and trimmed as directed by the Engineer.

## **PLUMBING AND DRAINAGE (CONT'D)**

The Contractor shall ensure that all pipes are properly handled both by his staff and by any cartage Contractor employed by him. During transport, pipes shall not be allowed to rest on narrow cross-members of vehicles or anything else that might give concentrated loads due to the weight of the pipe or bumping of the vehicle but shall be properly supported on soft material. Sufficient labour and equipment shall be on hand before loading and unloading is commenced and under no circumstances shall any pipes be dropped or thrown from a vehicle.

The Engineer will have the right to reject consignments or stock of piping from which failed pipes have been drawn or order them to be pressure tested to works pressures outside the pipelines at the Contractor's expense even though no defects are apparent, if there is reason to believe that mishandling has taken place.

Flat braided wire slings shall be used for slinging all pipes except externally coated pipes and plastic pipes for which only special band slings not less than 300mm wide shall be used. Chain or rope slings, hooks, or other devices working on scissor or grab principles shall not be used. Subject to the requirements of inspection before acceptance, protective bolster, caps or discs on the ends of flanges of pipes, specials or fittings shall not be removed until the pipes, specials, or fittings are about to be lowered into the trench.

Before a pipe is lowered into the trench, it shall be thoroughly examined to ensure that the internal coating or lining and the outer coating or sheathing are undamaged.

### **A. Laying of Pipes**

Every pipeline shall be accurately laid to correct line and level perfectly true from joint to joint.

Whenever work is suspended, the open ends of all pipes and junctions shall be adequately plugged to prevent the ingress of any soil or rubbish etc. Care shall be taken at all joints to prevent ingress of any material.

Immediately after laying, the open end of a pipe shall be sealed with a wooden plug or approved stopper of appropriate size to prevent the entry of material which might contaminate the pipeline, damage the linings, obstruct the waterway or affect the working of valves, meter etc. Plugs shall be unperforated and shall be shaped to fit exactly so that water from the trench excavations cannot gain access to the pipeline.



## **PLUMBING AND DRAINAGE (CONT'D)**

Water pipes and fittings 150mm and under in diameter shall have a brush equal in diameter to the internal bore of the pipe drawn through them as the work proceeds. The brush shall not be removed from the pipeline from commencement until completion.

The plugs in sewers may, with the Engineer's approval, be provided with small holes for drainage purposes, but water from the trench excavation which is heavily charged with silt shall not be allowed to gain access to the pipe.

Where work is interrupted for a period, the plugs left in position shall be regularly inspected for their fixing to ensure that there has been no tampering by unauthorised persons. Whenever any plug is removed, the immediate length of pipe shall be examined for dirt or obstructions and shall be cleaned as required.

Adequate precautions shall be taken by way of backfilling or other means to anchor each pipe securely to prevent floatation of the pipeline in the event of trench being flooded.

No equipment, clothing or apparel shall be left or stored inside pipeline.

If the normal continuity of construction would otherwise be interrupted pending the delivery of valves or specials, the exact extent of the temporary gaps to be left shall be pre-determined after reference to the Engineer. The Contractor shall submit dimensioned sketches, to the Engineer for approval, showing details of the pipes and jointing arrangements to be adopted to effect ultimate closures.

Care shall be taken to preserve the accurate alignment of the pipeline across all such temporary gaps.

### **MANHOLES**

#### **A. GENERAL**

All manholes provided under the Sub-Contract Works shall be constructed of approved materials and in an approved manner.

All manholes shall be water-tight and if constructed of brickwork, solid block work or stonework, they shall be rendered internally with a cement mortar of at least 12mm thickness and finished with a smooth surface.

## **PLUMBING AND DRAINAGE (CONT'D)**

The sides of all channels in every manhole shall be brought up vertically to a height of not less than the diameter of the drain and shall be benched in good concrete from the top of the channels at an angle of 30° to the horizontal and floated to a smooth hard surface with a coat of 1:1 cement mortar.

In all other respects, manholes shall be constructed in accordance with B.S Code of Practice 301.

### **B. RECTANGULAR AND SQUARE MANHOLES**

Rectangular and square straight through manholes shall be constructed from solid block work, stonework or concrete to comply with the following minimum internal dimensions (millimetres).

## **PLUMBING AND DRAINAGE (CONT'D)**

Depth below ground of outgoing invert	Internal access shaft dimensions L X W	Size of main channel diameter	Internal chamber dimensions L X W	Height of chamber above benching	Wall thickness
Up to 740	-	100 to 150	610 x 450	-	150
Up to 740	-	200 to 460	760 x 760	-	150
Up to 1200	-	100 to 150	760 x 760	-	150
160 to 1200	-	230 to 460	910 x 910	-	150
1220 to 1800	-	100 to 150	910 x 910	-	150
1220 to 1800	-	230 to 460	1070 x 910	-	150
1830 to 4550	760 x 760	100 to 150	1370 x 910	1370	230

When branches are connected into the manhole, the length and width dimensions of the chamber shall be increased as follows:

## **PLUMBING AND DRAINAGE (CONT'D)**

### **Length**

#### **Branch Diameter**

100mm 300mm/branch on the side with most branches

150mm 380mm/branch on the side with most branches

230mm and 300mm 460mm/branch on the side with most branches

460mm 610mm branch on the side with most branches

### **Width**

#### **Branch Diameter**

100mm to 300mm for each side with branches plus 160mm 460mm of the diameter of the main drain which ever is the greater.

### **A. PRECAST CONCRETE CIRCULAR MANHOLES**

Where specified straight through precast concrete manholes shall be manufactured and constructed to comply with B.S 556 and the following dimensional requirements. (Dimensions in millimetres).

Ground depth of outgoing invert	Internal access shaft diameter	Size main channel diameter	Chamber diameter	Height chamber above benching
Up to 740	-	100 to 460	910	-
760 to 2410	-	100 to 460	1070	-
2440 to 4550	760	100 to 460	1200	1370
4570 and over	760	100 to 460	1370	2680

When branches are connected into manholes the internal diameter of the chamber shall be increased as necessary, up to a maximum chamber diameter 1830 mm.

## **PLUMBING AND DRAINAGE (CONT'D)**

### **B. STEP IRONS AND COVERS**

Access shaft to manholes of depths greater than 760mm shall be provided with approved step irons at suitable intervals.

Every manhole or manhole access shaft shall be fitted with a removable air-tight cast iron cover to adequate size and strength, fixed in a manner which prevents surface water gaining access into the drainage system.

Cast manhole covers and frames shall be manufactured in accordance with the requirements of B.S 497 and shall generally fall into the following categories:

Heavy duty	:	1 For Carriage ways
Medium Duty	:	For Footpaths
Light Duty	:	For domestic premises or other places where they do not have to carry wheeled traffic.

### **A. BACK DROP CONNECTIONS**

Where the level of the branch drain entering the manhole is higher than can be suitably accommodated by the normal type benching, then the branch drain shall be connected to the manhole by means of a backdrop connection.

Back drop connections shall be made in accordance with the details shown on the relevant Sub-Contract Drawings and the requirements of B.C Code of Practice 301.

### **B. CHANNELS**

Where the branch channel connects to the main channel in the manhole, the invert of the branch channel shall be a minimum of 38mm higher than the main channel.

## **PLUMBING AND DRAINAGE (CONT'D)**

### **A. TESTING OF PIPELINES**

After pipelines are connected up and joints have been sealed, the pipeline shall be tested before pipes are, if required, haunched or surrounded in concrete.

Methods of testing and inspection shall be in accordance with Clause 4 of the Specification.

### **B. CONCRETE BEDDING, HAUNCHING AND SURROUND**

Concrete bedding, haunching and surround shall be provided as necessary or where called for by the Engineer in accordance with the requirements laid down in B.S Code of Practice 301, Clause 310.

### **C. BACKFILLING**

Backfilling of trenches, heading and around manholes shall be carried out in accordance with the methods described in B.S Code of Practice 301, Clause 508.

### **D. REINSTATEMENT OF SURFACES**

Following the final backfilling of all trenches, headings and manhole surrounds, the surface of the excavated areas shall be fully reinstated to the approval of the Engineer.

Where excavations have been carried out in public highways or other areas not forming part of the site, the Sub-Contractor shall be deemed to have allowed in his price for all charges associated with the temporary and final reinstatement requirements of the Local or Highway Authority, whether this is carried out by the Sub-Contractor or by the Authority concerned.

No claims for extras in this respect will be accepted.

## **PLUMBING AND DRAINAGE (CONT'D)**

### **A. SEWER CONNECTIONS**

The Sub-Contractor shall pay all charges associated with the connection by Local Authority of the drainage for the Main Sewer, including necessary reinstatement.

### **TESTING AND INSPECTION**

#### **SITE TESTS – PIPEWORK SYSTEMS**

### **B. UNDERGROUND WATER MAINS**

After laying, jointing and anchoring, the main shall be slowly and carefully charged with water, so that all air is expelled and allowed to stand full for three days before testing under pressure. A long main shall be tested in sections as the work of laying proceeds and all joints shall be exposed for inspection during the testing.

The open end of the main may be temporarily closed for testing under moderate pressure by fitting a water pipe expanding plug, of which several types are available. The end of the main and the plug should be secured by struts or otherwise, to resist the end thrust of the water pressure in the main. If the section of main terminates with a sluice valve, the wedge of the valve shall not be used to retain the water, instead the valve shall be fitted temporarily with a blank flange, or if a socket valve with a plug and the wedge shall be placed in the open position while testing. The Sub-Contractor shall provide suitable end supports to withstand the end thrust of the water pressure in the main.

### **C. ABOVE GROUND INTERNAL WATER SERVICE INSTALLATION**

All water service pipe system installed above ground shall be tested hydraulically for a period of one hour to not less than one and a half times the design working pressure.

If preferred, the Sub-Contractor may test the pipelines in sections. Any such section found to be satisfactory need not be subject of a further test when the system has been completed, unless specifically requested by the Engineer.

## **PLUMBING AND DRAINAGE (CONT'D)**

During the test, each branch and joint shall be examined carefully for leaks and any defects revealed shall be made good by the Sub-Contractor and the section re-tested.

The Sub-Contractor shall take all necessary precautions to prevent damage occurring to special valves and fittings during the tests. Any items damaged shall be repaired or replaced at the Sub-Contractor's expenses.

### **A. UNDER GROUND DRAINAGE SYSTEM**

A site test shall be carried out on all drainage pipes before concrete haunching or surrounds are applied. These tests shall be carried out preferably from manhole to manhole.

Short branch drains connected to a main drain between manholes shall be tested as one system with the main drain. In long branches, a testing junction shall be inserted next to the junction with the main drain and the branch tested separately. After the test has been passed, the testing junction shall be effectively sealed.

All tests on underground drains shall be permitted on cast iron drains at the discretion and to the approval of the Engineer.

Water tests shall be carried out in accordance with the methods described under B.S Code of Practice 301. Clause 601(b) and (c) and the test pressure shall not be less than 1,520mm head at the highest point in the pipe section and not more than 10.360mm head at any point in the section.

The test pressure shall be maintained for a period of one hour during which time the pipe and joints shall be inspected for sweating and leakage. Any leak discovered during the tests shall be made good by the Sub-Contractor and the section re-tested.

In addition to pressure tests, drainpipe runs shall also be tested for straightness where applicable. This test shall be carried out in accordance with one of the two methods described in B.S Code of Practice 301. Clause 601 (e).

Testing of manholes shall be carried out in accordance with the methods described under B.S Code of Practice 301. Clause 601 f).

## **PLUMBING AND DRAINAGE (CONT'D)**

### **A. ABOVE GROUND SOIL WASTE AND VENTILATION PIPE SYSTEM**

All soil, waste and ventilating pipe system forming part of the above ground installation, shall be given a smoke test to a pressure of 38mm of water gauge and this pressure shall remain constant for a period of not less than three minutes.

Water tests on above ground soil, waste and ventilating pipe systems shall not be permitted.

Pressure tests shall be carried out before any work which is to be concealed is finally enclosed.

Any defects revealed by the tests shall be made good by the Sub-Contractor and the test repeated to the approval of the Engineer.

In all other aspects, tests shall comply with the requirement of B.S 5572

### **SITE TEST - PERFORMANCE**

### **B. GENERALLY**

Following satisfactory pressure tests on the pipe work systems, operational tests shall be carried out in accordance with the relevant B.S Code of Practice on the systems as a whole to establish that special valves, gauges, controls, fittings, equipment and plant are functioning correctly to the satisfaction of the Engineer.

All hot water pipe work shall be insulated with preformed fibre glass sectional lagging to a thickness of 25mm.

Cold water pipe work shall be installed with preformed fibre glass lagging to a thickness of 25mm where the pipe runs above a false ceiling or in areas where the ambient temperature is higher than normal with the result that pipe "sweating", due to condensation will cause nuisance.

All lagged pipes which run in a visible position after erection shall be given a canvas cover and prepared for painting as follows:

- (i) Apply a coating of a suitable filler until the canvas weave disappears and allow to dry.



**PLUMBING AND DRAINAGE (CONT'D)**

- (ii) Apply two undercoats of an approved paint and finish in suitable gloss enamel to colours approved by the Engineer.

All laggings for cold and hot water pipes erected crawl ways, ducts and above false ceiling which, after erection are not visible from the corridors or rooms, shall be covered with a reinforced aluminium foil finish and banded in colours to be approved by the Engineer.

In all respects, unless otherwise stated, the hot and cold water installation shall be carried out in accordance with the best methods of modern practice as described in C.P 342 and C.P 310 respectively, to the approval of the Engineer.

The test pressure shall be applied by means of a manually operated test pump or, in the case of long main or mains or larger diameter, by a power-driven test pump which shall not be left unattended. In either case precautions shall be taken to ensure that the required pressure is not exceeded. Pressure gauges should be recalibrated before the tests.

The Sub-Contractor shall be deemed to have included in his price for all test pumps, and other equipment required under this Clause of the Specification.

The test pressure shall be one and a half times the maximum working pressure except where a pipe is manufactured from a material for which the relevant B.S Specification designates a maximum test pressure as in the case of cast or spun iron pipes, where the test pressures should not exceed 120, 180 and 240 metres/head of Clause B, C, or D pipes.

**A. STERILIZATION OF HOT AND COLD WATER SYSTEMS**

All under ground water mains and above ground water distribution systems, cisterns, tanks, calorifiers, pumps etc shall be thoroughly sterilized and flushed out after the completion of all tests and before being fully commissioned for hand over.

The sterilization procedures shall be carried out by the Sub-Contractor or specialist employed by the Sub-Contractor in accordance with the requirements of B.S Code of Practice 310. Clause 409, to the approval of the Engineer.

## **ELECTRICAL MATERIALS AND WORKS**

### **A. REGULATIONS**

This specification covers the requirements of lighting and power installations in Kenya.

All apparatus and materials supplied for and all work carried out shall comply with Kenya Government Electrical Specifications, GES 1 and 2 local statutory Regulations and the Supply Authority Bye Laws.

Installations should also be in accordance with the requirements of the 16<sup>th</sup> Edition of the "Regulations of the Electrical Equipment of Buildings" issued by the Institute of Electrical Engineers of Great Britain, which should be used as a "Code of Practice", except where they conflict with Kenya Government Legislation regarding electrical installations and local amendments.

### **B. STANDARDS**

Except where otherwise indicated in this specification, the Contract works and all manufactures items shall comply with the relevant specifications of the British Standards Institution. Such specifications are hereinafter referred to as B.S. In each case, the latest editions of such specifications shall apply.

Should it be desired to offer equipment covered by other National or international standards, the approval of the Engineer must be obtained in writing before completion of the tender documents.

### **C. RECORD DRAWINGS**

The sub-contractor shall mark accurately on one set of drawings the conduit laid during the progress of the work. This information must be made available on site for inspection by Engineer.

At the completion of the Contract. The contractor shall supply the Engineer with one set of transparent originals and two complete sets of prints showing the complete installation. The drawings shall included the location of all apparatus conduits and cable routes, and a schematic diagram of mains distribution indicating the phasing of the system.

## **ELECTRICAL MATERIALS AND WORKS (CONT'D)**

### **A. CONTRACT DRAWINGS**

These drawings forming part of this specification are to be read in conjunction with this specification to enable the Contractor to prepare a tender.

These drawings are not intended to be used as working drawings unless they are released for that purpose.

Circular or square boxes shall be provided at all outlet points, unless otherwise specified and lighting fittings, ceiling switched and other accessories will be screwed to the internal lugs of the boxes. Care must always be taken when considering the use of totally enclosed fitting with polyvinyl chloride circular boxes where the temperature within the box is likely to rise above 60 C(140 F) special steel insert clip should be used in conjunction with circular boxes where this problem can arise and also in situations where heavy pendants are used.

Looping in boxes of circular polyvinyl chloride pattern to sheet 63 B.S. 4607 part 2 may be used in such work as dictated by the structure of the buildings. Conduit entry shall be made by means polyvinyl chloride socket adaptors and polyvinyl chloride bushes.

Adaptable boxes shall be of moulded or fabricated polyvinyl chloride of square or oblong long shape complete with polyvinyl chloride lids secured by 2 BA brass or steel plated round headed screws. All adaptable boxes and lids for the same size shall be interchangeable. No adaptable box smaller than 75mmx50mm or larger than 300mm x 300mm shall be employed. Boxes shall be of adequate depth in relations to the size of the conduit entering them.

Conduits shall be terminated at adaptable boxes, fuse boards, switches, sockets or other equipment not possessing push-in or threaded spouts; by means of appropriate size female adaptor and polyvinyl chloride Hexagonal headed Bare Bush. All cemented joints to be made to a depth of not less than the diameter of the conduit being used.

Earth continuity shall be provided by a separate insulated conductor drawn into the plastic conduit and related in accordance with circuit loadings and appropriate regulations, or as mentioned on the drawings.

Where required under the regulations, an earth continuity conductor shall be provided for lighting fittings in which case the control switches shall be equipped with an appropriate earth terminal.

**A. ARRANGEMENT OF CONDUIT LAYOUT**

The conduit system shall be carefully planned and erected to avoid all unnecessary bends or changes in directions. Conduits shall be laid in straight horizontal or vertical lines with easy sets. Where several conduits follow similar routes, they shall be neatly grouped in multiple runs. Where multiple runs change direction, the radii of the sets shall be laid out from a common centre. Where draw-in boxes for right angled change of direction are required in multiple runs, adaptable boxes shall be used for such sizes as to allow all conduits to enter the box without sets.

The cables shall be coloured in accordance with Table B4 of Institute of Electrical Engineer Regulations. Cables used on extra low voltage circuits shall have distinctive colours other than these colours.

No reduction of the strands forming the conductors shall be allowed at switch or other terminals, but all strands shall be effectively secured by screws, nuts and washers or other approved means.

**CEILING**

**B. TYPE**

Ceiling roses, ivory or white, shall be of the 3-plate pattern and fitted at all pendant points. An earthing terminal shall be provided and connected to the earth continuity conductor of the final sub-circuit where applicable.

Ceiling roses of the white porcelain semi-recessed pattern shall be used for surface installation and shall be of the all-insulated type for a flush installation.

**LAMPHOLDERS**

**C. TYPE**

Lamp holders shall generally be of plastic construction with porcelain interiors, and bayonet fitting.

Lamp holders for lamps rated 200 watts and above shall be of Edison Screw type.

Batten type lamp holders shall be of the all-insulated bayonet type.

## **LIGHTING FITTINGS**

### **A. GENERAL**

The Contractor shall supply and fit all lighting fittings of the type indicated on the drawings and in the schedules. All fittings shall be suitable for operation on a 240 V. 50 cycles supply. Lighting fittings rated other than 240 volts will not be supplied with lamps.

### **B. FLUORESCENT FITTINGS**

Fluorescent fittings shall generally be of the batten type, with control gear contained within the supporting channel. All fittings shall be supported from conduits boxes and shall be suspended by two 20mm conduits to give a clearance of 25mm between the top the fitting and the ceiling. In the ceiling, the conduit boxes, to B.S. 31, shall be fitted with dome covers, to which the suspension conduit shall be joined, so that the lighting fitting hangs vertically below the conduit boxes. Fittings shall comply with B.S. 3820 or class 1, indoor normal atmosphere.

All fluorescent fittings shall be fitted with radio interference suppression capacitors and power factor correction capacitors and shall be earthed.

### **C. LAMPS**

All fittings shall be supplied complete with lamps of the type and rating specified. Fluorescent tubes shall be of the "White" type, except where otherwise stated. Pearly type tungsten lamps shall be fitted in open fittings.

## **FLEXIBLE CORDS**

### **D. TYPE**

These shall be of 250 volt grade polyvinyl chloride insulated and shall comply with B.S. 7 Flexible cords shall not be less than 24/.20 (23/.0076). Flexible cords for pendant fittings shall be circular type, heat resistant and white in colour.

## **ELECTRICAL MATERIALS AND WORKS (CONT'D)**

### **A. EARTHING**

Earth electrodes shall be minimum 2 metres long by 15mm diameter hard drawn copper rod, and shall be located not less than 3 metres apart at a convenient position 6 metres away from the building. The terminal head of each electrode shall be in a concrete inspection pit, with cover. If the resistance to earth is not satisfactory with the electrode, then additional electrodes or an earth mat shall be provided, as directed by the Engineer.

### **B. DISTRIBUTION SYSTEM EARTHING**

All distribution boards shall be earthed in accordance with the institute of Electrical Engineer regulations. All metal work associated with the installation shall be earthed to comply with the regulations currently in force.

### **C. TESTING OF EARTHNG SYSTEM**

The resistance of continuity system, when measured between the main earthing point and any other point in the installation, including all conduit and other metal work which may provide a path or earth, shall not exceed 0.5 ohm where steel conduit forms part or the whole of the systems, or 1.0 ohm, if the earth continuity system is composed entirely of copper, copper alloy aluminium.

When the installation is complete, the sub-contractor shall carry out tests for earth loop impedance, polarity, insulation resistance, in the presence of, and to the satisfaction of the Engineer and the Kenya Power & Lighting Company. The Contractor shall rectify all work not giving test results within the limits prescribed.

Four copies of all test results shall be forwarded to the Engineer and a Certificate of completion will not be issued until such tests have been approved.

## **ELECTRICAL MATERIALS AND WORKS (CONT'D)**

### **A. WORKING DRAWINGS**

The Contractor shall prepare working drawings as may be necessary. These shall be submitted to the Engineer for approval before the execution of the works.

Working drawings to be prepared by the Contractor shall be detailed as below but not restricted only to these: -

- (a) General arrangement drawings showing plants, M.V. Switchboards, distribution boards, consumer units, fittings, switch sockets, etc.,
- (b) Layout drawings of concealed and surface conduits, ducts, trunking etc.
- (c) Any other drawings that are not called for in the specification.

Two copies of all working drawings shall be submitted to the Engineer for approval.

Thereafter, the Contractor shall submit copies of approved working drawings for distribution to all parties concerned.

The Contractor shall not be relieved of any of his obligations under the contract or from correcting any errors on site or elsewhere found consequently in the approved working drawings by the Engineer.

### **B. LABELS**

All switchgear, switch fuses, distribution boards etc., shall be clearly labelled with white on Red background engraved labels to indicate the name, purpose and position of the gear. All circuits in distribution boards shall be clearly identified in respect of the number and location of the M.C.B. The chart shall be securely fixed inside the cover of the distribution boards.

## **ELECTRICAL MATERIALS AND WORKS (CONT'D)**

### **A. GALVANIZING**

Galvanizing shall be applied by the hot process and shall consist of a smooth clean zinc coating free from defects and be uniform in thickness. The thickness shall not be less than 610gms. of zinc per square metre of surface and tested in accordance with the requirements of B.S. 729 where applicable. Sheradizing or other alternative processes shall not be used without approval in writing of the Engineer.

The preparation of galvanizing and the galvanizing itself shall not adversely affect the mechanical properties of the coated material. Surfaces which are normally in contact with oil shall not be galvanized or cadmium plated.

All out-door structures, access ladders, platforms, equipment cubicles shall be galvanized.

### **B. NON-METALIC CONDUIT**

#### **STANDARD AND INSTALLATION**

All non-metallic conduits shall be class "A" heavy gauge, high impact, P.V.C. complying with B.S. 4606 part 2, type AH. The minimum size to be used on the Contract is 20mm external diameter. All conduit installation shall be concealed in the walls and floors or in structural slab.

### **C. JOINTS**

Conduit will be joined and terminated utilizing the appropriate rigid P.V.C. compounds as detailed below or standard conduit entry electrical equipment. Jointing will conform to one of the following techniques:-

- No. 1 - Permanent Adhesives – The solvent cement supplied by the conduit manufacturers will be used to produce a rigid sealed connection.
- No. 2 - Flexible Adhesives – A non-hardening adhesive supplied by the conduit manufacturers will be used to produce a flexible sealed joint where allowance is necessary for longitudinal movement (e.g. expansion couplers).



## **JOINTS (CONT'D)**

Conduits will be joined and terminated utilizing the appropriate rigid polyvinyl chloride compounds as detailed below or standard conduit entry electrical equipment. Jointing will conform to one of the following techniques:-

### **(a) PERMANENT ADHESIVES**

The solvent cement supplied by the conduit manufacturers will be used to produce a rigid sealed connection.

### **(b) FLEXIBLE ADHESIVE**

A non-hardening adhesive supplied by the conduit manufacturers will be used to produce a flexible sealed joint where allowance is necessary for longitudinal movement (e.g. expansion couplers)

## **A. BENDS**

Bends and sets in the conduit will be made in accordance with the manufacturer's instructions. The radius of the bend shall not be less than 2.5 times the outside diameter of the conduit, or such greater radius which will facilitate easy drawing into cables.

## **B. EXPANSION**

Adequate allowance shall be made for longitudinal expansion and contraction of the conduit under normal working temperatures variations as follows: -

- (a) Expansion couplers should be used in straight runs exceeding 6 metres with a loose or flexible type of joints, (D. above item)
- (b) At the long spout end of the couplers

Where conduits are concealed or laid on structural floors, they shall be secured by a fixed method to be approved by the Engineer. Where it is essential that conduits cross one another in floors, the chases shall be deepened, and the conduits set to create the minimum desirable diversion.

Care shall be taken to ensure that there is no obstruction to cables within the conduits caused by the ingress of plaster, concrete, or other matter. Conduit ends must be cut square and cleaned of burrs.

**A. CLEANING AND PAINTING**

Having due regard to the destination and climatic conditions under which the plant is to operate, extreme care shall be exercised in the manufacture of the equipment to prevent the formation of any corrosion.

All equipments shall be cleaned of all dust, oil, grease, dirt, scale and rust by power tool operated metal brush or preferably by shot or grit blasting and then ground smooth where necessary.

Unless otherwise approved, they shall then immediately have applied to them two coats of approved primer paint. After inspection, any rough surfaces shall be filled in and smoothed over and further painting in the factory shall be as follows: -

- (a) All interior surfaces of cubicles, kiosks, boxes and the like, containing wiring or other apparatus and internal components of the plant which are despatched to site in an assembled condition, shall be finish painted with at least two coats of white enamel. The final coat shall be white anti-condezzation finish, where so specified.
- (b) The external surface of the panels shall be finished in grey stove enamel to B.S. 381 C shade 631 or other shade as may be approved by the Engineer.
- (c) All interior surface of tanks and other oil filled chambers and external surfaces of piping therein shall be painted finally with an oil resisting coating to the approval of the Engineer.
- (d) All wall and floor mounted junction boxes, loose starter etc., throughout the work shall be finished in grey stove enamel or painted to B.S. 381 C shade 631 or other shade as may be approved by the Engineer.

After all erection has been completed at site the Contractor shall make good all defects in painting and galvanizing which have arisen during transport, storage and erection on site and shall apply one undercoat and one finished coat of gloss paint to B.S. 311 C shad 631 or other shade as may be approved by the Engineer to the external surface of all equipment.

Where galvanized metalwork has been damaged it shall either be repaired by cold galvanizing at site or alternatively, at the discretion of the Engineer, be returned to the manufacturer for re-galvanizing by the process.

## **DISTRIBUTION BOARDS**

### **A. TYPE AND RATING**

General lighting and power distribution boards shall comply with B.S. 3817, B.S. 5861 and B.S. 214 and shall be of the metal clad pattern, flush mounted, except where otherwise specified on the drawings.

### **B. CONSTRUCTION**

Enclosures shall be substantially constructed from 16 S.W.G. minimum thickness sheet steel having hinged front cover, and Miniature Circuit Breakers and shall be supplied complete with bus-bars, earthing terminal, neutral bars, circuit chart, and blanking plate for any spare ways. The incoming isolator switch shall be integral with the distribution board in consumer's unit only.

### **C. MINIATURE CIRCUIT BREAKERS**

All distribution boards shall be supplied with M.C.B. manufactured to B.S. 3871 and of a rating as specified on the drawings. The circuit breakers shall incorporate both terminal overload and magnetic short circuit tripping, with a trip free mechanism.

Three phase circuits shall be controlled by integrally manufactured three pole breakers, with one common operating lever. An outer-tripping mechanism shall ensure isolation of all three poles in the event of an overload or short circuit on any one phase.

### **D. EARTH LEAKAGE CIRCUIT BREAKERS**

If specified or indicated on the Contract drawings, the use of E.L.C.B. for isolation of incoming supply in the distribution board, it shall be an approved type for flush mounting.

The general requirements of E.L.C.B. are as follows:-

- (a) It shall be high sensitivity i.e. it shall operate in 30 milliseconds for a leakage current of 30 milliamphere.
- (b) Its operation shall not rely on the mains supply for tripping under fault conditions. For example, in the event of a leakage from the live to each conductor occurring at the same time as a break in the neutral supply wire, the breaker shall trip.

## **ELECTRICAL MATERIALS AND WORKS (CONT'D)**

### **A. LABELLING**

A circuit chart with each board shall show the name, location and current loading of each circuit connected. Each board shall be fitted with an engraved identification label in black and white, such as distribution board D.I. etc., and all three phase boards shall be labelled in white or red, DANGER 415 VOLTS.

### **B. ERECTION**

Conduits for each circuit shall be completely erected before any cable is drawn in. Adequate draw-in points shall be provided.

Straight runs shall have draw-in facilities at distance not exceeding 12 metres. Runs incorporating sets or bends shall have draw-in facilities at a distance not exceeding 9 metres. These distances may need to be reduced in difficult situations or with particular cable complexes.

Not more than four easy sets, or two right angle bends or sets may be installed between draw-in points. Solid elbows or tees shall not be accepted.

## **FINAL SUB CIRCUIT WIRING**

### **C. TYPE**

All power and lighting wiring cables shall be 600/1000 Volt grade, single core polyvinyl chloride, insulated, with stranded copper conductors, manufactured in accordance with B.S.6004. The minimum sizes on lighting circuits shall be 1.5sq.mm sizes on power spur circuits shall be 4.0 sq. mm and on ring main circuits 2.5 sq.mm.

### **D. INSTALLATION**

Cables forming sub-circuits connected to different sub-distribution boards shall not be drawn into the same conduit or draw-in box.

Saddles as supplied by the manufacturers shall include a sliding support tolerance for longitudinal expansion.

Special consideration may need to be given to the fixing of accessories where this prevent natural conduit movements. Oversize or slotted fixing holes may be necessary or introduction of expansion couplers.

## **ELECTRICAL MATERIALS AND WORKS (CONT'D)**

### **A. SUPPORT**

Conduit should be supported by saddles at not less than 900mm intervals. Where working temperature tend to be high this should be reduced to 600mm.

### **B. CONDUIT BOXES AND FITTINGS**

All conduit boxes shall be circular or square pattern of rigid polyvinyl chloride suitable for plain connections conforming to sheet 62 B.S. 4607 part. Boxes for supporting at fitting or accessory shall be fitted with a polyvinyl chloride lid held in position by means of two 2 BA round headed screws. Boxes shall have metallic screwed inserts.

### **C. P.M.E. SYSTEM**

Provision shall be made for the P.M.E system at supply intake (where applicable)

"P.M.E." means that system whereby the neutral conductor of the supply network is earthed at a prescribed number of points along its routes, together with the installation earth continuity conductor, at each consumer's installation, so providing a metallic path for the flow of earth fault currents. The connections between the neutral conductors of the installation shall be made by the Supply Authority at the point of intake only. The connection at the isolators will be made by the Contractor in the presence of the Engineer after completion of all tests.

### **D. COMMISSIONING**

The whole installation shall be tested to the statutory requirements of the Electricity Authority, Institute of Electrical Engineer Regulations and commissioned in the presence of and to the satisfaction of the Engineer.

Four copies of test reports shall be provided within seven days of carrying out the tests, and the reports shall include full details of how each test was carried out, and a copy of all reading taken.

## **SOCKETS OUTLETS**

### **A. GENERAL**

In all areas, general power outlets shall be of the 13 amps pin fused plug type complying with B.S. 1363. They shall be flush pattern, with white or ivory cover plates unless otherwise specified on the drawings. Where the circuits are supplied from a common feed, two outlets shall form a twin unit in a common box. The earthing terminal of every socket outlet shall be connected to the earth continuity conductor of the final sub-circuit by an appropriately sized insulated copper conductor. Unless otherwise stated they shall be mounted at 300mm above the finished floor level.

### **B. FUSES**

All fused connection units shall be fitted with 12 amp. Fuses, unless otherwise specified.

### **C. LABELLING**

The front plate of each fused connection unit shall, unless otherwise specified be engraved with the name of the appliance connected to it.

## **LIGHTING SWITCHES**

### **D. TYPE**

Lighting switches shall be of the all-insulated rocker operating plate-switch type to B.S. 3676 of ample rating. Switch inserts shall be white, set in white or ivory cover plates.

Switches controlling points in bathroom shall be placed outside the bathroom or consist of a ceiling switch operated by a non-conducting cord, as specified switches mounted outdoors shall be of a weather tight pattern.

Switches shall be one way, two ways or intermediate as specified and where a number of switches are mounted together, they shall be fitted in common box.

Ceiling switches shall be white or ivory semi recessed pattern and shall only be used where specified. Pull cords shall be fitted with shock absorbing springs.

## **STEEL LIGHTING**

### **A. KENYA POWER AND LIGHTING SUPPLY**

The Electrical supply shall be derived from Kenya Power and Lighting Company Limited at 240 volts x single phase 50 HZ.

The Electrical Contractor shall submit commencement and completion certificates and application for electrical supply to Kenya Power and Lighting Company Limited and make all the arrangement for the supply to each control pillar.

Provisional Sum is allowed in the Bill for the Kenya Power and Lighting Company Limited's service line charges.

The Electrical Contractor shall allow for all the necessary attendance to Kenya Power and Lighting Company Limited's work.

### **B. STREET LIGHTING COLUMNS**

Street Lighting Columns shall be steel columns conforming to B.S. 1840/1952 having amounting height of 6.00 metres and shall be as shown on the drawings. The columns shall be installed at a minimum depth of 825mm in the ground on a 75mm thick concrete foundation.

After manufacture and before erection the columns shall be treated with an approved mordant solution which shall be washed off and the whole allowed to dry. Thereafter the columns shall be painted with one coat of Leylac enamel and two coats of gloss paint to an approved colour.

### **C. LANTERNS**

Lanterns shall be of the completely enclosed type with antivandal bowl designed for side entry mounting on brackets with a 37mm diameter plain tube. They shall be capable of accommodating one single 125-watt M.B.F./U lamp 3-slot lamp holder connected with heat resisting cable. The lanterns shall be of semi-cut-off type with height output ratio not less than 70% and with incorporated control gear, complete with lamp. Lantern shall be as "THORNBETA 79" or equivalent approval by the City Engineer and the Consulting Engineer. If any alternative, make is to the used the details shall be given at the time of submission of tenders.

**A. CABLES**

Polyvinyl chloride armoured copper conductors' cable shall be 250/440 volt grade conforming to B.S. 3346/61

4mm<sup>2</sup> x 2-core P.V.C. wapvc cables shall be used for street lighting installation as indicated on the drawings.

**B. DUCTS**

Ducts for roads crossing shall be concrete pipes joined in an approved manner, with an internal diameter of not less than 100mm. The ducts shall be laid at least 0.5 metres below the finished road level on a compacted bed of concrete mix 1:3:6 at least 150mm concrete surround.

**C. CONTROL PILLAR**

The control pillar shall be metal pillar conforming to drawings.

The control pillar shall be erected on 300mm thick bed of concrete mix 1:2:4 and a minimum of 225mm above the ground level in the position indicated on the drawings. The control pillar shall be complete with time switchgear, cut-outs, earth leakage current operated circuit breakers and all associated wiring. The Control Pillar shall be adequately earthed.

**D. SYSTEM OF WIRING**

Cables shall be 4mm<sup>2</sup> x 2-core, 3-core pvc wapvc laid with a layer of soft sand underneath and over in a trench 500mm deep along the road approximately 600mm away from the road kerbs. The loop-in and loop-out arrangement shall be through a cut-out mounted in pole windows. Galvanized armoured wires shall be properly earthed and to maintain earth continuity earth clips and connectors to be used. From the cut-out to the lantern 1.5m<sup>2</sup> pvc insulated by sheathed twin and earth cables shall be used protected by 5A carriage fuse. The lantern shall be earthed separately with otherwise taken from the main point. Cable crossing the road shall be laid in ducts previously specified. The cables laid in trench shall be protected with "HATARI" cable tiles.

No underground joints will be allowed.



**A. EARTHING**

All poles lanterns and other metal parts shall properly earthed. Electrical and Mechanical continuity shall be preserved throughout the whole systems from the control pillar to the remotest pole and the earth resistance must be efficiently earthed through earth electrodes by means of substantial copper clamps secured by non-rusting bolts. The lead must be visible and adequately protected. No earthing lead shall be less than 6mm<sup>2</sup> with earth wire may be used.

**B. EARTH LEAKAGE CIRCUIT BREAKER**

The earth leakage circuit breaker shall be current operated as manufactured by 'CRABTREE' Cat No. 13030/1 with over-current and short circuit protection and shall conform to B.S. 4293.68 rated at 240 volts 50 HZ alternating current.

**C. CONSUMER UNITS**

These shall be surface mounted 6-way SPN MCB consumer unit as manufactured by 'CRABTREE' Cat No. 206/1 or equivalent with MCB ratings as shown on the drawing.

**D. TESTING**

The installation when complete shall pass the following tests: -

- (a) Insulation resistance between lines and line/neutral
- (b) Insulation resistance between lines and earth and neutral
- (c) Earth continuity resistance including all fittings
- (d) Polarity check. Contractor shall submit a completion certificate to Kenya Power and Lighting Company Ltd., for electricity connection.

**E. RESISTANCE**

Test on earth electrode when carried out with earth (null balance) at any point within the network must not exceed 3 ohms.

**F. MAINTENANCE**

The Contractor shall be responsible for maintenance of equipment for 12 months after substantial completion. He should allow in his price for replacement of defective or burnt out lamps and other equipment.

All works to be carried out to the satisfaction of the Engineer. The Contractor shall be required to carry out all adjustments and improvements to meet the Architect's requirements

***SECTION A:***

***GENERAL MECHANICAL SPECIFICATIONS***

**SECTION A**

**GENERAL MECHANICAL SPECIFICATION**

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## **GENERAL MECHANICAL SPECIFICATION**

### **2.01 General**

This section specifies the general requirement for plant, equipment and materials forming part of the Sub-contract Works and shall apply except where specifically stated elsewhere in the Specification or on the Contract Drawings.

### **2.02 Quality of Materials**

All plant, equipment and materials supplied as part of the Sub-contract Works shall be new and of first class commercial quality, shall be free from defects and imperfections and where indicated shall be of grades and classifications designated herein.

All products or materials not manufactured by the Sub-contractor shall be products of reputable manufacturers and so far as the provisions of the Specification is concerned shall be as if they had been manufactured by the Sub-contractor.

Materials and apparatus required for the complete installation as called for by the Specification and Contract Drawings shall be supplied by the Sub-contractor unless mention is made otherwise.

Materials and apparatus supplied by others for installation and connection by the Sub-contractor shall be carefully examined on receipt. Should any defects be noted, the Sub-contractor shall immediately notify the Engineer.

Defective equipment or that damaged in the course of installation or tests shall be replaced as required to the approval of the Engineer.

### **2.03 Regulations and Standards**

The Sub-contract Works shall comply with the current editions of the following:

- a) The Kenya Government Regulations.
- a) The United Kingdom Institution of Electrical Engineers (IEE) Regulations for the Electrical Equipment of Buildings.
- b) The United Kingdom Chartered Institute of Building Services Engineers (CIBSE) Guides.
- c) British Standard and Codes of Practice as published by the British Standards Institution (BSI)
- e) The Local Council By-laws.
- f) The Electricity Supply Authority By-laws.
- g) Local Authority By-laws.
- h) The Kenya Building Code Regulations.
- i) The Kenya Bureau of Standards

**2.04 Electrical Requirements**

Plant and equipment supplied under this Sub-contract shall be complete with all necessary motor starters, control boards, and other control apparatus. Where control panels incorporating several starters are supplied, they shall be complete with a main isolator.

The supply power up to and including local isolators shall be provided and installed by the Electrical Sub-contractor. All other wiring and connections to equipment shall form part of this Sub-contract and be the responsibility of the Sub-contractor.

The Sub-contractor shall supply three copies of all schematics, cabling and wiring diagrams for the Engineer's approval.

The starting current of all electric motors and equipment shall not exceed the maximum permissible starting currents described in the Kenya Power and Lighting Company (KPLC) By-laws.

All electrical plant and equipment supplied by the Sub-contractor shall be rated for the supply voltage and frequency obtained in Kenya, that is 415 Volts, 50Hz, 3-Phase or 240Volts, 50Hz, 1-phase.

Any equipment that is not rated for the above voltages and frequencies shall be rejected by the Engineer.

**2.05 Transport and Storage**

All plant and equipment shall, during transportation be suitably packed, crated and protected to minimise the possibility of damage and to prevent corrosion or other deterioration.

On arrival at site all plant and equipment shall be examined and any damage to parts and protective priming coats made good before storage or installation.

Adequate measures shall be taken by the Sub-contractor to ensure that plant and equipment do not suffer any deterioration during storage.

Prior to installation all piping and equipment shall be thoroughly cleaned.

If, in the opinion of the Engineer any equipment has deteriorated or been damaged to such an extent that it is not suitable for installation, the Sub-contractor shall replace this equipment at his own cost.

**2.06 Site Supervision**

The Sub-contractor shall ensure that there is an English-speaking supervisor on the site at all times during normal working hours.

**2.07 Installation**

Installation of all special plant and equipment shall be carried out by the Sub-contractor under adequate supervision from skilled staff provided by the plant and equipment manufacturer or his appointed agent in accordance with the best standards of modern practice and to the relevant regulations and standards described under Clause 2.03 of this Section.

**2.08 Testing**

**2.08.1 General**

The Sub-contractor's attention is drawn to Part 'C' Clause 1.38 of the "Preliminaries and General Conditions".

**2.08.2 Material Tests**

All material for plant and equipment to be installed under this Sub-contract shall be tested, unless otherwise directed, in accordance with the relevant B.S Specification concerned.

For materials where no B.S. Specification exists, tests are to be made in accordance with the best modern commercial methods to the approval of the Engineer, having regard to the particular type of the materials concerned.

The Sub-contractor shall prepare specimens and performance tests and analyses to demonstrate conformance of the various materials with the applicable standards.

If stock material, which has not been specially manufactured for the plant and equipment specified is used, then the Sub-contractor shall submit satisfactory evidence to the Engineer that such materials conform to the requirements stated herein in which case tests of material may be partially or completely waived.

Certified mill test reports of plates, piping and other materials shall be deemed acceptable.

**2.08.3 Manufactured Plant and Equipment – Work Tests**

The rights of the Engineer relating to the inspection, examination and testing of plant and equipment during manufacture shall be applicable to the Insurance Companies or Inspection Authorities so nominated by the Engineer.

The Sub-contractor shall give two week's notice to the Engineer of the manufacturer's intention to carry out such tests and inspections.

The Engineer or his representative shall be entitled to witness such tests and inspections. The cost of such tests and inspections shall be borne by the Sub-contractor.

Six copies of all test and inspection certificates and performance graphs shall be submitted to the Engineer for his approval as soon as possible after the completion of such tests and inspections.

Plant and equipment which is shipped before the relevant test certificate has been approved by the Engineer shall be shipped at the Sub-contractor's own risk and should the test and inspection certificates not be approved; new tests may be ordered by the Engineer at the Sub-contractor's expense.

**2.08.4 Pressure Testing**

All pipe work installations shall be pressure tested in accordance with the requirements of the various sections of this Specification. The installations may be tested in sections to suit the progress of the works but all tests must be carried out before the work is buried or concealed behind building finishes. All tests must be witnessed by the Engineer, or his representative and the Sub-contractor shall give 48 hours notice to the Engineer of his intention to carry out such tests.

Any pipe work that is buried or concealed before witnessed pressure tests have been carried out shall be exposed at the expense of the Sub-contractor and the specified tests shall then be applied.

The Sub-contractor shall prepare test certificates for signature by the Engineer and shall keep a progressive and up-to-date record of the section of the work that has been tested.

**2.09 Colour Coding**

Unless stated otherwise in the Particular Specification all pipe work shall be color coded in accordance with the latest edition of B.S 1710 and to the approval of the Engineer or Architect.

**2.10 Welding**

**2.10.1 Preparation**

Joints to be made by welding shall be accurately cut to size with edges sheared, flame cut or machined to suit the required type of joint. The prepared surface shall be free from all visible defects such as lamination, surface imperfection due to shearing or flame cutting operation, etc., and shall be free from rust scale, grease and other foreign matter.

**2.10.2 Method**

All welding shall be carried out by the electric arc processing using covered electrodes in accordance with B.S. 639.

Gas welding may be employed in certain circumstances provided that prior approval is obtained from the Engineer.

**2.10.3 Welding Code and Construction**

All welded joints shall be carried out in accordance with the following Specifications:

**MECHANICAL INSTALLATIONS**

**TRADE PREAMBLES**

a) Pipe Welding

All pipe welds shall be carried out in accordance with the requirements of B.S.806.

b) General Welding

All welding of mild steel components other than pipework shall comply with the general requirements of B.S. 1856.

2.10.4 Welders Qualifications

Any welder employed on this Sub-contractor shall have passed the trade tests as laid down by the Government of Kenya.

The Engineer may require to see the appropriate certificate obtained by any welder and should it be proved that the welder does not have the necessary qualifications the Engineer may instruct the Sub- contractor to replace him by a qualified welder.



**SECTION B:**

**PARTICULAR SPECIFICATIONS  
FOR  
PLUMBING AND DRAINAGE**

**PARTICULAR PLUMBING AND DRAINAGE SPECIFICATIONS**

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## **PARTICULAR SPECIFICATIONS FOR PLUMBING AND DRAINAGE**

### **3.1 GENERAL**

This section specifies the general requirements for plant, equipment and materials forming part of the plumbing and drainage installations.

### **3.2 MATERIALS AND STANDARDS**

#### **3.2.1 Pipe work and Fittings**

Pipe work materials are to be used as follows:

##### **a) PP-R Pipe-work**

PP-R pipe-work up to 63mm bore shall be manufactured in accordance with the current British Standards i.e. DIN 8077 and DIN 8078 for PN 20 tubing, with metallic joints to DIN 8076, joints and fittings for tubings to DIN 16962. All threaded inserts in the fittings and joints shall be made of nickel brass OT58 and are turned from bars and manufactured in accordance with DVGW 534E.

Pipe joints shall be screwed and socketed and sufficient coupling unions shall be allowed so that fittings can be disconnected without cutting pipe. Running nipples long screws shall not be permitted unless exceptionally approved by the Engineer.

##### **b) Galvanized Steel Pipe work**

Galvanized steel pipe work up to 65mm nominal bore shall be manufactured in accordance with B.S. 1387 Medium Grade, with tapered pipe threads in accordance with B.S. 21. All fittings shall be malleable iron and manufactured in accordance with B.S. 143.

Pipe joints shall be screwed and socketed and sufficient coupling unions shall be allowed so that fittings can be disconnected without cutting the pipe. Running nipples and long screws shall not be permitted unless exceptionally approved by the Engineer.

Galvanized steel pipe work, 80mm nominal bore up to 150mm nominal bore shall be manufactured to comply in all respects with the specification for 65mm pipe, except that screwed and bolted flanges shall replace unions and couplings for the jointing of pipes to valves and other items of plant. All flanges shall comply with the requirements of B.S. 10 to the relevant classifications contained hereinafter under Section 'C' of the Specification.

Galvanizing shall be carried out in accordance with the requirements of B.S. 1387 and B.S. 143 respectively.

##### **c) Copper Tubing**

All copper tubing shall be manufactured in accordance with B.S. 2871 from C.160 'Phosphorous De-oxidized Non-Arsenical Copper' in accordance with B.S. 1172.

Pipe joints shall be made with soldered capillary fittings and connections to equipment shall be with compression fittings manufactured in accordance with B.S. 864.

Short copper connection tubes between galvanized pipe work and sanitary fittings shall not be used because of the risk of galvanic action.

If, as may occur in certain circumstances, it is not possible to make the connection in any way than the use of copper tubing, then a brass straight connector shall be positioned between the galvanized pipe and the copper tube in order to prevent direct contact.

**d) P.V.C. (Hard) Pressure Pipes and Fittings**

All P.V.C. pipes and fittings shall be manufactured in accordance with B.S. 3505: 1968.

**Joining**

The method of joining to be employed shall be that of solvent welding, using the pipe and manufacturer's approved cement. Seal ring joint shall be introduced where it is necessary to accommodate thermal expansion.

**Testing**

Pipelines shall be tested in sections under an internal water pressure normally one and a half times the maximum allowable working pressure of the class of pipe used. Testing shall be carried out as soon as practical after laying and when the pipeline is adequately anchored. Precautions shall be taken to eliminate all air from the test section and to fill the pipe slowly to avoid risk of damage due to surge.

**e) A.B.S. Waste System**

Where indicated on the Drawings and Schedules, the Sub-contractor shall supply and fix A.B.S. waste pipes and fittings.

The pipes, traps and fittings shall be in accordance with the relevant British Standards, including B.S. 3943, and fixed generally in accordance with manufacturer's instructions and B.S. 5572: 1978.

Joining of pipes shall be carried out by means of solvent welding, the manufacturer's instructions and B.S. 5572: 1978.

Joining of pipes shall be carried out by means of solvent welding. The manufacturer's recommended method of joint preparation and fixing shall be followed.

Standard brackets, as supplied for use with this system, shall be used wherever possible. Where the building structure renders this impracticable the Sub-contractor shall provide purpose made supports, centres of which shall not exceed one meter.

Expansion joints shall be provided as indicated. Supporting brackets and pipe clips shall be fixed on each side of these joints.

**f) PVC Soil System**

The Sub-contractor shall supply and fix PVC soil pipes and fittings as indicated on the Drawings and Schedules. Pipes and fittings shall be in accordance with relevant British Standards, including B.S. 4514 and fixed to the manufacturer's instructions and B.S. 5572.

The soil system shall incorporate synthetic rubber gaskets as provided by the manufacturer whose fixing instructions shall be strictly adhere to.

Connections to WC pans shall be effected by the use of a WC connector, gasket and cover, fixed to suit pan outlet.

Suitable supporting brackets and pipe clips shall be provided at maximum of one metre centres. The Sub-contractor shall be responsible for the joint into the Gully Trap on Drain as indicated on the Drawings.

**3.2.2 Valves**

**a) Draw-off Taps and Stop Valves (Up to 50mm Nominal Bore)**

Draw-off taps and valves up to 50mm nominal bore, unless otherwise stated or specified for attachment or connection to sanitary fitment shall be manufactured in accordance with the requirements of B.S.1010.

**a) Gate Valves**

All gate valves 80mm nominal bore and above, other than those required for fitting to buried water mains shall be of cast iron construction, in accordance with the requirements of B.S. 3464. All gate valves required for fitting to buried water mains shall be of cast iron construction in accordance with the requirements of B.S.1218.

All gate valves up to and including 65mm nominal bore shall be of bronze construction in accordance with the requirements of B.S. 1952.

The pressure classification of all valves shall depend upon the pressure conditions pertaining to the site of works.

**c) Globe Valves**

All globe valves up to and including 65mm nominal bore shall be of bronze construction in accordance with the requirements of B.S.3061.

The pressure classification of all globe valves shall depend upon the pressure conditions pertaining to the site of works.

**3.2.3 Waste Fitment Traps**

**a) Standard and Deep Seal P & S Traps**

Where standard or deep seal traps are specified they shall be manufactured in suitable non-ferrous materials in accordance with the full requirements of B.S. 1184.

In certain circumstances, cast iron traps may be required for cast iron baths and in these instances bath traps shall be provided which are manufactured in accordance with the full requirements of B.S.1291.

b) Anti-Syphon Traps

Where anti-syphon traps are specified, these shall be similar or equal to the range of traps manufactured by Greenwood and Hughes Limited, Deacon Works Littlehampton, Sussex, England.

The trade name for traps manufactured by this company is 'Grevak'.

3.2.4 Pipe Supports

a) General

This sub-clause deals with pipe supports securing pipes to the structure of buildings for above ground application.

The variety and type of support shall be kept to a minimum and their design shall be such as to facilitate quick and secure fixings to metal, concrete, masonry or wood.

Consideration shall be given, when designing supports, to the maintenance of desired pipe falls and the restraining of pipe movements to a longitudinal axial direction only.

The Sub-contractor shall supply and install all steelwork forming part of the pipe support assemblies and shall be responsible for making good damage to builders work associated with the pipe support installation.

The Sub-contractor shall submit all his proposals for pipe supports to the Engineer for approval before any erection works commence.

b) PP-R Pipe-work

PP-R pipe-work upto 63mm bore shall be manufactured in accordance with the current British Standards i.e. DIN 8077 and DIN 8078 for PN 20 tubing, with metallic joints to DIN 8076, joints and fittings for tubings to DIN 16962. All threaded inserts in the fittings and joints shall be made of nickel brass OT58 and are turned from bars and manufactured in accordance with DVGW 534E.

Pipe joints shall be screwed and socketed and sufficient coupling unions shall be allowed so that fittings can be disconnected without cutting pipe. Running nipples long screws shall not be permitted unless exceptionally approved by the Engineer.

c) Steel and Copper Pipes and Tubes

Pipe runs shall be secured by clips connected to pipe angles, wall brackets, or trapeze type supports. 'U' bolts shall not be used as a substitute for pipe clips without the prior approval of the Engineer.

An approximate guide to the maximum permissible supports spacing in metres for steel and copper pipe and tube is given in the following table for horizontal runs.

Size Nominal Bores	Copper Tube to B.S. 659	Steel Tube to B.S. 1387
15mm	1.25m	2.0m
20mm	2.0m	2.5m
25mm	2.0m	2.5m
32mm	2.5m	3.0m
40mm	2.5m	3.0m
50mm	2.5m	3.0m
65mm	3.0m	3.5m
80mm	3.0m	3.5m
100mm	3.0m	4.0m
125mm	3.0m	4.5m
150mm	3.5m	4.5m

The support spacing for vertical runs shall not exceed one and a half times the distances given for horizontal runs.

**d) Expansion Joints and Anchors**

Where practicable, cold pipework systems shall be arranged with sufficient bends and changes of direction to absorb pipe expansion providing that the pipe stresses are contained within the working limits prescribed in the relevant B.S. specification.

Where piping anchors are supplied, they shall be fixed to the main structure only. Details of all anchor design proposals shall be submitted to the Engineer for approval before erection commences.

The Sub-contractor when arranging his piping shall ensure that no expansion movements are transmitted directly to connections and flanges on pumps or other items of plant.

The Sub-contractor shall supply flexible joints to prevent vibrations and other movements being transmitted from pumps to piping systems or vice versa.

**3.2.5 Sanitary Appliances**

All sanitary appliances supplied and installed as part of the Sub-contract works shall comply with the general requirements of B.S. Code of Practice 305 and the particular requirements of the latest B.S. Specifications.

**3.2.6 Pipe Sleeves**

Main runs of pipework are to be fitted with sleeves where they pass through walls and floors. Generally the sleeves shall be of P.V.C. except where they pass through the structure, where they shall be mild steel. The sleeves shall have 6mm - 12mm clearance all around the pipe or for insulated pipework all around the installation. The sleeve will then be packed with slag wool or similar.

**3.3 INSTALLATION**

**3.3.1 General**

Installation of all pipework, valves, fittings and equipment shall be carried out under adequate supervision from skilled staff to the relevant codes and standards as specified herein. The Sub-contractor shall be responsible to the Main Contractor for ensuring that all builders work associated with his piping installation is carried out in a satisfactory manner to the approval of the Engineer.

**3.3.2 Above Ground Installation**

**a) Water Services**

Before any joint is made, the pipes shall be hung in their supports and adjusted to ensure that the joining faces are parallel and any falls which shall be required are achieved without springing the pipe.

Where falls are not shown on the Contract Drawings or stated elsewhere in the Specification, pipework shall be installed parallel to the lines of the buildings and as close to the walls, ceilings, columns, etc., as is practicable. All water systems shall be provided with sufficient drain points and automatic air vents to enable them to function correctly.

Valves and other user equipment shall be installed with adequate access for operation and maintenance. Where valves and other operational equipment are unavoidably installed beyond normal reach or in such position as to be difficult to reach from a small step ladder, extension spindles with floor or wall pedestals shall be provided.

Screwed piping shall be installed with sufficient number of unions to facilitate easy removal of valves and fittings and to enable alterations of pipework to be carried out without the need to cut the pipe.

Full allowances shall be made for the expansion and contraction of pipework, precautions being taken to ensure that any force produced by the pipe movements are not transmitted to valves, equipment or plant.

All screwed joints to piping and fittings shall be made with P.T.F.E. tape.



The test pressure shall be maintained by the pump for about one hour and if there is any leakage, it shall be measured by the quantity of water pumped into the main in that time. A general leakage of 4.5 litres per 25mm of diameter, per 1.6 kilometres per 24 hours per 30 metres head, may be considered reasonable but any visible individual leak shall be repaired.

b) Sanitary Services

Soil, waste and vent pipe system shall be installed in accordance with the best standard of modern practice as described in B.S. 5572 to the approval of the Engineer.

The Sub-contractor shall be responsible for ensuring that all ground waste fittings are discharged to a gully trap before passing to the sewer via a manhole.

The Sub-contractor shall provide all necessary rodding and inspection facilities within the draining system in positions where easy accessibility is available.

Where a branch requires rodding facilities in a position to which normal access is unobtainable, then that branch shall be extended so as to provide a suitable purpose made rodding eye in the nearest adjacent wall or floor to which easy access is available.

The vent stacks shall terminate above roof level and where stack passes through roof, a weather skirt shall be provided. The Sub-contractor shall be responsible for sealing the roof after installation of the stacks.

The open end of each stack shall be fitted with a plastic coated or galvanised steel wire guard.

Access for rodding and testing shall be provided at the foot of each stack.

c) Sanitary Appliances

All sanitary appliances associated with the Sub-contract works shall be installed in accordance with the best standard of modern practice as described in C.P. 305 to the approval of the Engineer.

### **3.4 TESTING AND INSPECTION**

#### **3.4.1 Site Tests – Pipework Systems**

a) Above Ground Internal Water Services Installation

All water service pipe system installed above ground shall be tested hydraulically for a period of one hour to not less than one and half times to design working pressure.

If preferred, the Sub-contractor may test the pipelines in sections. Any such section found to be satisfactory need not be the subject of a further test when system has been completed, unless specifically requested by the Engineer.

During the test, each branch and joint shall be examined carefully for leaks and any defects revealed shall be made good by the Sub-contractor and the section re-tested.

The Sub-contractor shall take all necessary precautions to prevent damage occurring to special valves and fittings during the tests. Any item damaged shall be repaired or replaced at the Sub-contractor's expenses.

e) Above Ground Soil Waste and Ventilation System

All soil, waste and ventilating pipe system forming part of the above ground installation, shall be given appropriate test procedures as described in B.S. 5572, 1972.

Smoke tests on above ground soil, waste and ventilating pipe system shall not be permitted. Pressure tests shall be carried out before any work which is to be concealed is finally enclosed.

In all respects, tests shall comply with the requirements of B.S. 5572.

3.4.2 Site Test – Performance

Following satisfactory pressure test on the pipework system operational tests shall be carried out in accordance with the relevant B. S. Code of practice on the systems as a whole to establish that special valves, gauges, control, fittings, equipment and plant are functioning correctly to the satisfaction of the Engineer.

All hot water pipework shall be installed with pre-formed fibre glass lagging to a thickness of 25mm where the pipe runs above a false ceiling or in areas where the ambient temperature is higher than normal with the result that pipe "sweating", due to condensation will cause nuisance.

All lagged pipes which run in a visible position after erection shall be given a canvas cover and prepared for painting as follows:

- i) Apply a coating of suitable filler until the canvas weave disappears and allow to dry.
- ii) Apply two coats of an approved paint and finish in suitable gloss enamel to colors approved by the Engineer.

All lagging for cold and hot water pipes erected in crawl ways, ducts and above false ceiling which after erection are not visible from the corridors of rooms, shall be covered with a reinforced aluminium foil finish banded in colours to be approved by the Engineer.

In all respects, unless otherwise stated, the hot and cold water installation shall be carried out in accordance with the best standard of modern practice and described in C.P.342 and C.P.310 respectively to the approval of the Engineer.

The test pressure shall be applied by means of a manually operated test pump or, in the case of long main or mains of large diameter, by a power driven test pump which shall not be left unattended. In either case precautions shall be taken to ensure that the required pressure is not exceeded.

Pressure gauges should be recalibrated before the tests.

The Sub-contractor shall be deemed to have included in his price for all test pumps, and other equipment required under this specification.

The test pressure shall be one and a half times the maximum working pressure except where a pipe is manufactured from a material for which the relevant B.S. specification designates a maximum test pressure.

### **3.5 STERILISATION OF COLD WATER SYSTEM**

All water distribution system shall be thoroughly sterilised and flushed out after the completion of all tests and before being fully commissioned for handover.

The sterilisation procedures shall be carried out by the Sub-contractor in accordance with the requirements of B.S. Code of Practice 301, Clause 409 and to the approval of the Engineer.

**SECTION C:**

**PARTICULAR SPECIFICATION FOR PORTABLE FIRE  
EXTINGUISHER BOOSTED HOSE REEL SYSTEM AND FIRE  
SPRINKLER SYSTEM**

## **1.0 PORTABLE FIRE EXTINGUISHER AND HOSE REEL INSTALLATIONS**

### **1.1 General**

The particular specification details the requirements for the supply and installation and commissioning of the Portable Fire Extinguishers, Hose Reel, Fire Hydrant and Dry Riser. The Sub-contractor shall include for all appurtenances and appliances not necessarily called for in this specification or shown on the contract drawings, but which are necessary for the completion and satisfactory functioning of the works.

If in the opinion of the Sub-contractor there is a difference between the requirements of the Specifications and the Contract Drawings, he shall clarify these differences with the Engineer before tendering.

### **1.2 Scope of Works**

The Sub-contractor shall supply, deliver, erect, test and commission all the portable fire extinguishers, Hose Reel, Fire Hydrant and Dry Riser which are called for in these Specifications and as shown on the Contract Drawings.

### **1.3 Water/CO2 Extinguishers**

These shall be 9-litre water filled CO2 cartridge operated portable fire extinguishers and shall comply with B.S. 1382: 1948 and to the requirements of B.S.4523: 1977. Unless manufactured with stainless steel, bodies shall have all internal surfaces completely coated with either a lead tin, lead alloy or zinc applied by hot dipping. There shall be no visibly uncoated areas.

The extinguishers shall be clearly marked with the following:

- a) Method of operation.
- b) The words 'WATER TYPE' (GAS PRESSURE) in prominent letters.
- c) Name and address of the manufacturer or responsible vendor.
- d) The nominal charge of the liquid in imperial gallons and litres.
- e) The liquid level to which the extinguisher is to be charged.
- f) The year of manufacture.
- g) A declaration to the effect that the extinguisher has been tested to a pressure of 24.1 bar (350 psi.).
- h) The number of British Standard 'B.S' 1382 or B.S. 5423: 1977.

### **1.4 Portable Carbon Dioxide Fire Extinguishers**

These shall be portable carbon dioxide fire extinguishers and shall comply with B.S. 3326: 1960 and B.S. 5423: 1977.

The body of extinguisher shall be a seamless steel cylinder manufactured to one of the following British Standards; B.S. 401 or B.S. 1288.

The filling ratio shall comply with B.S. 5355 with valves fittings for compressed gas cylinders to B.S.341. Where a hose is fitted it shall be flexible and have a minimum working pressure of 206.85 bar (3000 p.s.i.). The hose is not to be under internal pressure until the extinguisher is operated.

The nozzle shall be manufactured of brass gunmetal, aluminium, or stainless steel and may be fitted with a suitable valve for temporarily stopping the discharge if such means are not incorporated in the operating head.

The discharge horn shall be designed and constructed so as to direct the discharge and limit the entrainment of air. It shall be constructed of electrically non-conductive material.

The following markings shall be applied to the extinguishers: -

- a) The words “Carbon Dioxide Fire Extinguisher” and to include the appropriate nominal gas content.
- b) Method of operation.
- c) The words “Re-charge immediately after use”.
- d) Instructions for periodic checking.
- e) The number of the British Standard B.S. 3326: 1960 or B.S. 5423.
- f) The manufacturers name or identification markings

### **1.5 Dry Chemical Powder Portable Fire Extinguisher**

The portable dry powder fire extinguishers shall comply with BS3465: 1962 and BS 5423. The body shall be constructed to steel not less than the requirements of BS 1449 or aluminium to BS 1470: 1972 and shall be suitably protected against corrosion.

The dry powder charge shall be not toxic and retain its free flowing properties under normal storage conditions. Any pressurizing agent used as an expellant shall be in dry state; in particular compressed air.

The discharge tube and gas tube if either is fitted shall be made of steel, brass, copper or other not less suitable material. Where a hose is provided it shall not exceed 1,060mm and shall be acid and alkali resistant. Provision shall be made for securing the nozzle when not in use.

The extinguisher shall be clearly marked with the following information.

- a) The word “Dry Powder Fire Extinguisher”
- b) Method of operation in prominent letters.
- c) The working pressure and the weight of the powder charge in Kilogramme.
- d) Manufacturers name or identification mark
- e) The words “RECHARGE AFTER USE” if rechargeable type.

- f) Instructions to regularly check the weight of the pressure container (gas Cartridge) or inspect the pressure indicator on stored pressure types when fitted, and remedy any loss indicated by either.
- g) The year of manufacture.
- h) The Pressure to which the extinguisher was tested.
- i) The number of this British Standard BS 3465 or BS 5423: 1977.
- j) When appropriate complete instructions for charging the extinguisher shall be clearly marked on the extinguisher or otherwise be supplied with the refill.

### **1.6 Air Foam Fire Extinguisher**

These shall be of 9 litres capacity complete with refills cartridges and wall fixing brackets and complying with B.S. 5423 with the following specifications: -

<b>Cylinder:</b>	to B.S. 1449
<b>Necking:</b>	to be 76mm outside diameter steel EN 3A 2 <sup>3</sup> / <sub>4</sub> X 8TPI female thread.
<b>Head cap:</b>	to be plastic moulding acetyl resin.
<b>CO<sub>2</sub> Cylinder:</b>	to be 75gm P.V.C coated.
<b>Internal Finish:</b>	to be polythene lining on phosphate coating.
<b>External finish:</b>	to be phosphated - One coat primer paint and one coat stove enamel B.S. 381 C.

### **1.7 Fire Blanket**

The fire blanket shall be made from cloth woven with pre-asbestos yarn or any other fireproof material and to measure 1800 x 1210 mm and shall be fitted with special tapes folded so as to offer instantaneous single action to release blanket from storing jacket.

## **2.0 Boosted Hose Reel System**

### **2.1 General**

The Particular Specification details the requirements for the supply, installation and commissioning of the hose reel installation. The hose reel installation shall comply in all respects to the requirements set out in C.O.P 5306 Part 1: 1976, B.S 5041 and B.S 5274. The System shall comprise of a pumped system.

### **2.2 Hose Reel Pumps**

The fire hose reel pumps shall consist of a duplicate set of multi-line centrifugal pumps from approved manufacturers. The pumps shall be capable of delivering 0.76 lit/sec at a running pressure of 2 bars.

The pump casing shall be of cast iron construction with the impeller shaft of stainless steel with mechanical seal.

## **2.3 Control Panel**

The control panel shall be constructed of mild steel 1.0mm thick sheet, be moisture, insect and rodent proof and shall be provided complete with circuit breakers and a wiring diagram enclosed in plastic laminate.

The pump shall be controlled by a flow switch; therefore, the control panel shall include the following facilities:

- (a) 'On' push button for setting the control panel to live.
- (b) Green indicator light for indicating control panel live.
- (c) Duty / Stand-by pump auto change over.
- (d) Duty pump run green indicator light.
- (e) Stand-by pump run green indicator light.
- (f) Duty pump fail red indicator light.
- (g) Stand-by pump fail red indicator light.
- (h) Low water condition pump cut-out with red indicator light.

The pumps are to be protected by a low-level cut-out switch to prevent dry pump run when low level water conditions occur in the water storage tank.

### **2.3.1 Hose Reel**

The hose reel to the installation shall consist of a recessed, swing-type hose reel as Angus Fire Armour Model III or from other approved manufacturers.

The hose reel shall comply with B.S. 5274: 1975 and B.S 3161: 1970 and is to be installed to the requirements of C.P. 5306 Part 1: 1976.

The hose reel shall be supplied and installed complete with a first aid Non-kinking hose 30 meters long with a nylon spray / jet / shut-off nozzle fitted. A screw down chrome - plated globe valve to B.S 1010 to the inlet to the reel is to be supplied.

The orifice to the nozzle is to be not less than 4.8mm to maintain a minimum flow of 0.4 lit / sec to jet.

The hose reels shall be installed complete with electro-galvanized cabinet recessed on the wall.

The hose reels shall be installed at 1.5 meters centre above the finished floor level in locations shown in the contract drawings.

### **2.3.2 Pipe Work**

The pipe work for the hose reel installation shall be galvanized wrought steel tubing heavy grade Class B to B.S 1387: 1967 with pipe threads to B.S 21. The pipe work and all associated fittings shall be in approved colour for fire fittings.



**2.3.3 Pipe Fittings**

The pipe fittings shall be wrought steel pipe fittings, welded or seamless fittings conforming to B.S. 1740 or malleable iron fittings to B.S 143.  
All changes in direction will be with standard bends or long radius fittings. No elbows will be provided.

**2.3.4 Non-return Valves**

The non-return valves up to and including 80mm diameter shall be to B.S. 5153: 1974.  
The valves shall be of cast iron construction with gunmetal seat and bronze hinge pin.

**2.3.5 Gate Valves**

The gate valves up to and including 80mm diameter shall be non-rising stem and wedge disc to B.S 5154: 1974 with screwed threads to B.S. 21 tapes thread.

**2.3.6 Sleeves**

Where pipe work passes through walls, floors or ceilings, a sleeve shall be provided one diameter larger than the diameter of the pipe, the space between them to be packed with mineral wool, to the Engineer's approval.

**2.3.7 Earthing**

The hose reel installation shall be electrically earthed by a direct earth connection. The installation of the earthing shall be carried out by the Electrical Sub- contractor.

**2.3.8 Finish Painting**

Upon completion of testing and commissioning the hose reel installation, the pipe work shall be primed and finish painted with 2 No. coats of paints to the Engineer's requirements.

**2.3.9 Testing and Commissioning**

The hose reel installation shall be flushed out before testing to ensure that no builder's debris has entered the system. The installation is to be then tested to one and half times the working pressure of the installation to the approval of the Engineer. Simulated fault conditions of the pumping equipment are to be carried out before acceptance of the System by the Engineer.

**2.3.10 Instruction Period**

The Sub-contractor shall allow in his contract sum for instructing of the use of the equipment to the Client's maintenance staff. The period of instruction may be within the contract period but may also be required after the contract period has expired.

The period of time required shall be stipulated by the Client but will not exceed two days in which time the Client's staff shall be instructed on the operation and maintenance of the equipment.

## **2.0 Signage-Fire Instruction /Fire Exit**

### **2.1 Fire Instruction Notice**

Print fire instruction on the Perspex plates with White Colour

Background measuring 510mm length x 380mm width x 4mm thick as follows;

<p style="text-align: center;"><b>FIRE INSTRUCTION NOTICE</b></p> <p style="text-align: center;">In the event of fire;</p> <ol style="list-style-type: none"><li>1. Raise the alarm by actuating the nearest alarm system point, Sound Siren /gong or <b>Shout Fire</b></li><li>2. Attack fire using the nearest available equipment.</li><li>3. Call nearest fire Brigade or Police 999 and inform your switchboard (PABX) Operator</li><li>4. Ensure that all personnel not involved in fire fighting evacuation to safety outside the building.</li><li>5. Close but <b>DO NOT LOCK</b> doors behind as you leave.</li><li>6. Evacuate the building using stairs or fire escapes. Do not use Lifts/escalators. Walk calmly. Avoid panic. Do not stop or return for personal belongings.</li><li>7. Assemble as per floor outside the building for roll call.</li></ol>
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#### **2.1.1.1 Fire Exit Sign**

Print Fire Exit signs on the Perspex plate, 4mm thick, with white colour background as follows:-

1. Lettering **IN RED COLOR** of not less than 50mm in height.
2. A pendant sign bearing words, **FIRE EXIT** and with a directional arrow.

The sign must be capable of being read from both approaches to exit and so is double sided.

#### **2.1.1.2 Hose Reel Label**

Print Fire Exit signs on the Perspex plate, 4mm thick, with white colour background as follows:-

1. Lettering **IN RED COLOR** of not less than 50mm in height.
2. A pendant sign bearing words, **HOSE REEL** and with a directional arrow.

The sign must be capable of being read from both approaches to exit and so is double sided.

## **4.0 The Dry Riser Installation**

### **4.1 Definition**

#### **MECHANICAL INSTALLATIONS**

Dry riser installation is a system where a pipe is installed vertically through a building with an inlet breeching provided at a street level through which the fire brigade can pump water.

#### **4.2 Installation**

The dry riser is installed with Fire Brigade Breeching inlet installed at street level in front of the building at a position where fire brigade can access and pump water into the building. Landing valves are then installed on each floor above the ground level to which the fire brigade can attach fire fighting hoses.

#### **4.3 Landing Valves**

The Hydrant outlets shall comply with the requirements of C.P 5306 Part 1:1976 and B.S 5041 Part 1. The hydrant Riser outlets shall be 2No minimum per floor including the roof and shall be mounted with their centre line between 910mm and 1060mm above finished floor level positioned at the entry lobby on each floor.

#### **4.4 Fire Brigade Breeching Inlets**

One of the Brigade Breeching inlets shall consist of four (4No.) 64mm internal diameter instantaneous male coupling for connection to the fire brigade pumps and other two shall consist of two (2No.) 64mm internal diameter instantaneous male coupling.

The breeching inlet shall incorporate a 100mm diameter flanged connection to the 100mm dry riser mains.

The breeching inlet shall be located 1000mm to the centre line of the box above ground level.

The breeching inlet shall be enclosed in a galvanized mild steel cabinet of suitable dimensions to contain all visible pipe work. A 7.5mm thick wired glass front shall be provided with 50mm high, red lettering, **DRY RISER BREECHING CONNECTOR**. The remainder of the box is to be finished in fire red enamel paint.

#### **4.5 Pipework**

The pipe work fittings shall be wrought steel pipe fittings welded or seamless fittings conforming to B.S 1740 Part 1971 or malleable iron fittings to B.S 193.

All changes in direction will be standard bends or long radius fittings. **No elbows will be permitted.**

#### **4.6 Flanges**

The flanges shall comply with B.S 4504:1969. All flanges shall comply with a nominal Pressure Rating of 16 bars and shall be of either grey cast iron or steel.

**4.7 Gaskets**

The gaskets for use with flanges to B.S 4504: 1969 shall comply with B.S 4865 Part 1: 1972 for pressure up to 64 bars.

**4.8 Air Relief Valves**

The dry riser shall terminate 1M above the roof landing valve with an air relief valve. The valve construction shall be of iron Grade E conforming to B.S 1452. Float Guide and Seat Ring shall be of A.B.S plastic with seal ring of moulded rubber, Maximum working pressure of the valve is to be 16 bar.

**4.9 Non-Return Valves**

The non-return valves up to and including 80mm diameter shall conform to B.S 5153:1974 with flanges to B.S 4504 PN 16. The valves shall be of cast iron construction with gunmetal seat and disc with spring of phosphor bronze.

Non return valves exceeding 80mm diameter and up to 300mm diameter shall be conform to B.S 5153:1974 with flanges to B.S 4504 PN 16. The valve shall be is Cast Iron Construction with Gunmetal seat to B.S 1400.

**4.10 Gate Valves**

The gate valves up to and including 80mm shall be non-rising stem and wedge disc to B.S. 1952:1964 (B.S 5154:1974) with screwed threads to B.S.21(KS ISO 7 – 1) taper thread. The valves shall be of high-grade bronze construction.

Gate valves exceeding 80mm and up to 300mm shall be to B.S 5163 with flanges to B.S 4504 PN 16. The valve is to be double flanged cast iron wedge gate valve for water works purposes with cast iron body to B.S 1452 GRADE 14 with rubber covered cast iron gate. The stem is to be of Forged Stainless Steel to B.S 970 with cast iron hand wheel.

**4.11 Sleeves**

Where Pipework pass through walls or floors or ceiling a sleeve shall be provided one diameter larger than the diameter of the pipe the space between to be the packed with mineral wool, to the Engineers approval.

**4.12 Floor and Ceiling Plates**

Where pipes pass through floors, walls and ceilings, floor, wall and ceilings plates shall be secured around the pipe. The plated shall be of stainless-steel construction and will serve no other purpose than to present a neat finish to the exposed installations.

**4.13 Earthing**

The dry riser shall be electrically earthed by a direct earth connection. The installation of the earthing to be carried out by the electrical Sub-Contractor.

**4.14 Finish Painting**

Upon completion, testing and commissioning of the dry rise installation the pipe work shall be primed, and finish painted with 2No. Coats of paint by the Sub-Contractor to the Engineer's requirements.

**4.15 Testing and Commissioning**

The installation is to be tested to one and half times the working pressure of the installation, all to the approval of the Engineer. The pressure shall be maintained for about 1 hour ensuring that there is no change in pressure is observed.

**4.16 Canvas Hose**

The canvas hose shall be 65mm diameter 30m long designed for a bursting pressure of 34 bars. The canvas hose shall have attached instantaneous hose coupling, branch pipes and nozzle to B.S 336: 1965.

**4.17 Hose Cradle**

The hose cradle shall be a high-quality fitting designed for use in public buildings. The cradle **shall be made in aluminium** throughout and shall be supplied with a wall bracket and the finish shall be polished or chrome plated.

**5.0 Fire Hydrant**

**5.1 Fire Hydrant Details**

**5.1.1 Definition**

The fire hydrant is a system which is installed along the water mains to used as a means of providing water to the fire brigades through the connection of the hose from a standpipe.

**5.1.2 Installation**

The fire hydrants are installed along the water mains with the first hydrant at a location which is not more than 60 m from the entry of any building, and they should not be more than 120 m apart.

**5.1.3 Hydrant body**

The body of the hydrant shall be made of grey cast iron complying with the requirements of BS 1452 having a tensile strength not less than that given for grade 14.

**5.1.4 Hydrant Valve**

The valve shall be faced with suitable resilient material. The threaded part of the valve, which engages with the spindle, shall be of bronze.

Body seating for the valves shall be of copper alloy complying with the requirements of BS 1400 (KS 06 – 744 – 1:1991) or high tensile brass complying with the requirements of BS 2872 or BS 2874.

Turning the spindle cap in a clockwise direction when viewed from above shall close valves and the direction of opening shall be permanently marked on the gland.

#### **5.1.5 Spindle & Spindle Cap**

The spindle note shall be either of the same material as the spindle, or of copper alloy complying with the requirements of BS 1400 (KS 06 – 744 – 1:1991). It shall have a squared top formed to receive either a cast iron spindle cap.

The spindle shall be made of copper alloy complying with the requirements of BS 2874 (KS 06 – 744 – 1:1991), and it shall have a threaded machined of trapezoidal form. The spindle cap shall be of a cast iron secured to the spindle by on M12 hexagon socket set screw conforming to BS 4168.

#### **5.1.6 Hydrant Outlet**

The outlet flange of the hydrant shall have above nominal diameter 65mm, and shall be fitted with a screwed outlet – Both flanges shall be 50 mm conforming to BS 4504: Part 1: 1969

The screwed outlet shall be provided with a cap of cast iron or other suitable material. The cap shall cover the outlet thread completely and shall be attached to the hydrant by a chain

The distance between the axis of the outlet and the nearest point on the spindle fitting shall be not less than 100 mm.

The screwed outlet shall be made of Copper alloy to BS 1400 (KS 06 – 744 – 1:1991), or Copper alloy to BS 2872, or Suitable Spheroidal graphite iron to BS 2789 protected against corrosion accordance with CP 2008.

#### **5.1.7 Drain Boss**

Each shall be provided with a suitable drain boss on the outlet side. This shall be located at the lowest practical point which will permit the filling of self-operating a drilled drip plug.

#### **5.1.8 Jointing**

The hydrants shall have machined joint faces through out and the fitting of adjoining parts shall be such as to make sound joints, corresponding parts of hydrants of the same design and manufacture shall be interchangeable.

#### **5.1.9 Hydrant coating**

The hydrant shall be coated in accordance to BS. 4164.

#### **5.1.10 Surface Box**

The clear opening of hydrant surface boxes at ground level shall not be less than 250mm x 380mm.

The depth of frame shall normally be:

- a) For boxes located on footpaths: 100mm
- b) For boxes located in roads: 125mm

#### **5.1.11 Marking**

Surface box covers shall be clearly marked by having the words '**FIRE HYDRANT**' in letter not less than 30mm high, or the initials '**FH**' in letters not less than 75mm high cast into the cover.

#### **5.1.12 Surface Box Covers & Frames**

The surface box frames and covers shall be graded in accordance with BS 497:1967 and shall meet the loading test requirement also given in BS 497.

#### **5.2 Standpipes**

One end of these shall have internal threads to couple with the 80mm diameter external threads of the screw down type or above ground fire Hydrant (BS 750 type 2 hydrants) outlet. It shall have 65mm diameter internal threads to couple with the interconnect or hose of the pump set.

#### **5.3 Hose Pipe**

Each cotton synthetic fibre rubberized fire hosepipe to be at least 30 metres long with 65mm diameter female instantaneous type connector complete with nozzle.

#### **5.4 Testing**

The hydrants shall be deemed to have undergone the necessary hydrostatic and flow test at time of manufacture. Necessary test certificates from the manufacturer shall be needed. The test, to conform to BS 750: 1977:

**SECTION D:**

**BILLS OF QUANTITIES**

**AND**

**SCHEDULE OF UNIT RATES**



**BILLS OF QUANTITIES AND SCHEDULE OF UNIT RATES**

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**SECTION A**  
**GENERAL SPECIFICATIONS**  
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**MATERIALS AND WORKS**

**GENERAL SPECIFICATIONS OF MATERIALS AND WORKS**

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**ELECTRICAL INSTALLATIONS**

**TRADE PREAMBLES**

## **2.1 GENERAL**

This specification is to be read in conjunction with the drawings which are issued with it. Bills of quantities shall be the basis of all additions and omissions during the progress of the works.

## **2.2 STANDARD OF MATERIALS**

Where the material and equipment are specifically described and named in the Specification followed by approved equal, they are so named or described for the purpose of establishing a standard to which the sub-contractor shall adhere.

Should the Sub-contractor install any material not specified herein before receiving approval from the proper authorities, the Engineer shall direct the Sub-contractor to remove the material in question immediately. The fact that this material has been installed shall have no bearing or influence on the decision by the Engineer.

All materials condemned by the Engineer as not approved for use, are to be removed from the premises and suitable materials delivered and installed in their place at the expense of the Sub-contractor. All materials required for the works shall be new and the best of the respective kind and shall be of a uniform pattern.

## **2.3 WORKMANSHIP**

The workmanship and method of installation shall conform to the best standard practice. All work shall be performed by a skilled tradesman and to the satisfaction of the Engineer. Helpers shall have qualified supervision.

Any work that does not in the opinion of the Engineer conform to the best standard practice will be removed and reinstated at the Sub-contractor's expense.

Permits, Certificates or Licenses must be held by all tradesmen for the type of work; in which they are involved where such permits, certificates or licenses exist under Government legislation.

## **2.4 PROCUREMENT OF MATERIALS**

The sub-contractor is advised that no assistance can be given in the procurement or allotment of any materials or products to be used in and necessary for the construction and completion of the work.

Sub-contractors are warned that they must make their own arrangements for the supply of materials and/or products specified or required.

## **2.5 SHOP DRAWINGS**

Before manufacture or Fabrication is commenced the sub-contractor shall submit Two copies of detailed drawings of all control pillars, meter cubicles, medium voltage switchboards including their components showing all pertinent information including sizes, capacities, construction details, etc., as may be required to determine the suitability of the equipment for the approval of the Engineer. Approval of the detailed drawings shall not relieve the sub-contractor of the full responsibility of errors or the necessity of checking the drawings himself or of furnishing the materials and equipment and performing the work required by the plans and specifications.

## **2.6 RECORD DRAWINGS**

These diagrams and drawings shall show the completed installation including sizes, runs and arrangements of the installation. The drawings shall be to scale not less than 1:50 and shall include plan views and section.

The drawings shall include all the details which may be useful in the operation, maintenance or subsequent modifications or extensions to the installation.

Three sets of diagrams and drawings shall be provided, all to the approval of the Engineer.

One coloured set of line diagrams relating to operating and maintenance instructions shall be framed and, mounted in a suitable location.

## **2.7 REGULATIONS AND STANDARDS**

All work executed by the Sub-contractor shall comply with the current edition of the “Regulations” for the Electrical Equipment of Buildings, issued by the Institution of Electrical Engineers, and with the Regulations of the Local Electricity Authority.

Where the two sets of regulations appear to conflict, they shall be clarified with the Engineers. All materials used shall comply with relevant Kenya Bureau of Standards Specification.

## **2.8 SETTING OUT WORK**

The sub-contractor at his own expenses; is to set out works and take all measurements and dimensions required for the erection of his materials on site; making any modifications in details as may be found necessary during the progress of the works, submitting any such modifications or alterations in detail to the Engineer before proceeding and must allow in his Tender for all such modifications and for the provision of any such sketches or drawings related thereto.

## **2.9 POSITIONS OF ELECTRICAL PLANT AND APPARATUS**

The routes of cables and approximate positions of switchboards etc, as shown on the drawings shall be assumed to be correct for purpose of Tendering, but exact positions of all electrical Equipment and routes of cables must be agreed on site with the Engineer before any work is carried out.

## **2.10 MCB DISTRIBUTION PANELS AND CONSUMER UNITS**

All cases of MCB Panels and consumer units shall be constructed in heavy gauge sheet with hinged covers.

Removable undrilled gland plates shall be provided on the top and bottom of the cases. Miniature circuit breakers shall be enclosed in moulded plastic with the tripping mechanism and arc chambers separated and sealed from the cable terminals.

The operating dolly shall be tripfree with a positive movement in both make and break position. Clear indication of the position of the handle shall be incorporated.

The tripping mechanism shall be on inverse characteristic to prevent tripping in temporary overloads and shall not be affected by normal variation in ambient temperature.

A locking plate shall be provided for each size of breaker; A complete list of circuit details on typed cartridge paper glued to stiff cardboards and covered with a sheet of Perspex, and held in position with four suitable fixings, shall be fitted to the inner face of the lids of each distribution panel. The appropriate MCB ratings shall be stated on the circuit chart against each circuit in use: Ivorine labels shall be secured to the insulation barriers in such a manner as to indicate the number of the circuits shown on the circuit chart.

Insulated barriers shall be fitted between phases, and neutrals in all boards, and to shroud live parts.

Neutral cables shall be connected to the neutral bar in the same sequence as the phase cables are connected to the MCB's. This shall also apply to earth bars when installed.

## **2.11 FUSED SWITCHGEAR AND ISOLATORS**

All fused switchgear and isolators whether mounted on machinery, walls or industrial panels shall conform to the requirements of KS 04 – 226 PART: 1: 1985.

All contacts are to be fully shrouded and are to have a breaking capacity on manual operations as required by KS 04 – 182: 1980.

Fuse links for fused switches are to be of high rupturing capacity cartridge type, conforming to KS 04 – 183: 1978.

Isolators shall be load breaking/fault making isolators.



Fused switches and isolators are to have separate metal enclosures. Mechanical interlocks are to be provided between the door and main switch operating mechanism so arranged that the door may not be opened with the switch in the 'ON' position. Similarly; it shall not be possible to close the switch with the door open except that provision to defeat the mechanical interlock and close the switch with the door in the open position for test purposes. The 'ON' and 'OFF' positions of all switches and isolators shall be clearly indicated by a mechanical flag indicator or similar device. In T.P & N fused switch units, bolted neutral links are to be fitted.

## **2.12 CONDUITS AND CONDUIT RUNS**

Conduit systems are to be installed so as to allow the loop-in system of wiring:

All conduits shall be black rigid super high impact heavy gauge class 'A' PVC in accordance with KS 04 – 179: 1988 and IEE Regulations. No conduit less than 20mm in diameter shall be used anywhere in this installation.

Conduit shall be installed buried in plaster work and floor screed except when run on wooden or metal surface when they will be installed surface supported with saddles every 600mm. Conduit run in chases shall be firmly held in position by means of substantial pipe hooks driven into wooden plugs.

The Sub-contractor's attention is drawn to the necessity of keeping all conduits entirely separate from other piping services such as water and no circuit connections will be permitted between conduits and such pipes.

All conduits systems shall be arranged wherever possible to be self-draining to switch boxes and conduit outlet points for fittings:

The systems, when installed and before wiring shall be kept plugged with well fitting plugs and when short conduit pieces are used as plugs, they shall be doubled over and tied firmly together with steel wire; before wiring all conduit systems shall be carried out until the particular section of the conduit installation is complete in every respect.

The sets and bends in conduit runs are to be formed on site using appropriate size bending springs and all radii of bends must not be less than 2.5 times the outside diameter of the conduit. No solid or inspection bends, tees or elbows will be used.

Conduit connections shall either be by a demountable (screwed up) assembly or adhesive fixed and watertight by solution. The tube and fittings must be clean and free of all grease before applying the adhesive. When connections are made between the conduit and switch boxes, circular or non-screwed boxes, care shall be taken that no rough edges of conduit stick out into the boxes.

Runs between draw in boxes are not to have more than two right angle bends or their equivalent. The sub-contractor may be required to demonstrate to the Engineers that wiring in any particular run is easily withdrawable and the sub-contractor may, at no extra cost to the contract; be required to install additional draw-in boxes required. If conduit is installed in straight runs in excess of 6000mm, expansion couplings as manufactured by Egatube shall be used at intervals of 6000mm.

Where conduit runs are to be concealed in pillars and beams, the approval of the Structural Engineer, shall be obtained. The sub-contractor shall be responsible for marking the accurate position of all holes chases etc, on site, or if the Engineer so directs, shall provide the Main Contractor with dimensional drawings to enable him to mark out and form all holes and chases. Should the sub-contractor fail to inform the main contractor of any inaccuracies in this respect they shall be rectified at the sub-contractor's expense.

It will be the Sub-contractor's responsibility to ascertain from site, the details of reinforced concrete or structural steelwork and check from the builder's drawings the positions of walls, structural concrete and finishes. No reinforced concrete or steelwork may be drilled without first obtaining the written permission of the Structural Engineer.

The drawings provided with these specifications indicate the appropriate positions only of points and switches, and it shall be the Sub-Contractors responsibility to mark out and centre on site the accurate positions where necessary in consultation with the Architect and the Engineer. The sub-contractor alone shall be responsible for the accuracy of the final position.

## **2.13 CONDUIT BOXES AND ACCESSORIES**

All conduit outlets and junction boxes are to be either malleable iron and of standard circular pattern of the appropriate type to suit saddles being used or super high impact PVC manufactured to KS 04 – 179 : 1983.

Small circular pattern boxes are to be used with conduits up to and including 25mm outside diameter. Rectangular pattern adaptable boxes are to be used for conduits of 32mm outside diameter and larger. For drawing in of cables in exposed runs of conduit, standard pattern through boxes are to be used:

Boxes are to be not less than 50mm deep and of such dimensions as will enable the largest appropriate number of cables for the conduit sizes to be drawn in without excessive bending.

Outlet boxes for lighting fittings are to be of the loop-in type where conduit installation is concealed and the sub-contractor shall allow one such box per fitting, except where fluorescent fittings are specified when two such boxes per fitting shall be fitted flush with ceiling and if necessary fitted with break joint rings. Pattresses shall be fitted where required to outlets on surface conduit runs.

Adaptable boxes are two of PVC or mild steel (of not less than 12swg) and black enamelled or galvanised finish according to location. They shall be of square or oblong shape location. They shall be of square or oblong shape complete with lids secured by four 2 BA brass roundhead screws; No adaptable box shall be less than 75mm x 75mm x 50mm or larger than 300mm x 300mm x 75mm and shall be adequate in depth in relation to the size of conduit entering it. Conduits shall only enter boxes by means of conduit bushes.

## **2.14 LABELS**

Labels fitted to switches and fuse boards; -

- (i) Shall be Ivorine engraved black on white.
- (ii) Shall be secured by R.H brass screws of same manufacturing throughout.
- (iii) Shall be indicated on switches: -
  - a) Reference number of switch
  - b) Special current rating
  - c) Item of equipment controlled
- (iv) Shall indicate on MCB panels
  - a) Reference number
  - b) Type of board, i.e.; lighting, sockets, etc.
  - c) Size of cable supplying panel
  - d) where to isolate feeder cable
- (v) Shall be generally not less than 75mm x 50mm.

## **2.15 EARTHING**

The earthing of the installation shall comply with the following requirements; -

- (i) It shall be carried out in accordance with the appropriate sections of the current edition of the Regulations, for the Electrical Equipment of Buildings issued by Institute of Electrical Engineers of Great Britain.

At all main distribution panels and main service positions a 25mm x 3mm minimum cross sectional area Copper tape shall be provided and all equipment including the lead sheath and armouring of cables, distribution boards and metal frames shall be bonded thereto.

- (ii) The earth tape in Sub-clause (ii) shall be connected by means of a copper tape or cable of suitable cross-sectional area to an earth electrode which shall be a copper earth rod (see later sub-clause).
- (iii) All tapes to be soft high conductivity copper, untinned except where otherwise specified and where run underground on or through walls, floors, etc., it shall be served with corrosion resisting tape or coated with corrosion compound and braided
- (iv) Where the earth electrode is located outside the building a removable test link shall be provided inside the building as near as possible to the point of entry to the tape, for isolating the earth electrode for testing purposes.
- (v) Earthing of sub-main equipment shall be deemed to be satisfactory where the sub-main cables are M.I.C.S. or conduit with separate earth wire, and installation is carried out in accordance with the figures stated in the current edition of the I.E.E Regulations.
- (vi) Where an earth rod is specified (see Sub-clause (iii) it shall be proprietary manufacture, solid hand drawn copper of 15mm diameter driven into the ground to a minimum depth of 3.6M. It shall be made up to 1.2m sections with internal screw and socket joints and fitted with hardened steel tip and driving cap.
- (vii) Earth plates will not be permitted.
- (viii) Where an earth rod is used the earth resistance shall be tested in the manner described in the current edition of the IEE Regulations, by the Sub-Contractor in the presence of the Engineer and the Sub-Contractor shall be responsible for the supply of all test equipment.
- (ix) Where copper tape is fixed to the building structure it shall be by means of purpose made non-ferrous saddles which space the conductor away from the structure a minimum distance of 20mm. Fixings, shall be made using purpose made plugs; No fixings requiring holes to be drilled through the tape will be accepted.
- (x) Joints in copper tape shall be tinned before assembly riveted with a minimum of two copper rivets and seated solid.
- (xi) Where holes are drilled in the earth tape for connection to items of equipment the effective cross-sectional area must not be less than required to comply with the IEE regulations.

- (xii) Bolts, nuts and washers for any fixing to the earth tape must be of non-ferrous material.
- (xiii) Attention is drawn to the need for the earthing metal parts of lighting fittings and for bonding ball joint suspension in lighting fittings.

## **2.16 CABLES AND FLEXIBLE CORDS**

All cables used in this Sub-Contract shall be manufactured in accordance with the current appropriate Kenya standard Specification which are as follows: -

P.V.C. Insulated Cables and Flexible Cords	---	Ks 04-192:1988
P.V.C Insulated Armoured Cables	---	Ks 04-194:1990
Armouring of Electric cables	---	Ks 04-290:1987

The successful Sub-Contractor will, at the Engineers discretion be required to submit samples of cables for the Engineers approval; the Engineer reserves the right to call for the cables of an alternative manufacture without any extra cost being incurred.

P.V.C. insulated cables shall be 500/1000-volt grade. No cables smaller than 1.5mm<sup>2</sup> shall be used unless otherwise specified. The installation and the finish of cables shall be as detailed in later clauses. The colour of cables shall conform to the details stated in the "Cable Braid and insulation Colours" Clause.

## **2.17 ARMoured P.V.C. INSULATED AND SHEATHED CABLES:**

Shall be 600/1000-volt grade manufactured to Ks 04-194:1988 and Ks 04-187/188 with copper stranded conductors.

The wire armour of the cable shall be used wholly as an earth continuity conductor and the resistance of the wire armour shall have a resistance not more than twice of the largest current carrying conductor of the cable.

P.V.C./S.W.A./P.V.C. cables shall be terminated using "Telecom" "B" type or approved equal or approved equal glands and a P.V.C. tapered sleeve shall be provided to shroud each gland.

## **2.18 CABLE SUPPORTS, MARKERS AND TILES**

All PVC/SWA/PVC cables run inside the building shall be fixed in rising ducts or on ceilings by means of die cast cable hooks or clamps, of appropriate size to suit cables, fixed by studs and back nuts to their channel sections.

Alternatively, fixing shall be by BICC claw type cleating system with die-cast cleats and galvanised mild steel back straps or similar approved equal method. For one or two cables run together the cleats shall be fixed a special channel section supports or backstraps described above which shall in turn be secured to walls or ceilings of ducts by rawbolts.

In excessively damp or corrosive atmospheric conditions special finishes may be required and the Sub-contractor shall apply to the Engineer for further instructions before ordering cleats and channels for such areas.

The above type of hooks and clamps and channels or cleats and blackstraps shall also be used for securing cables in vertical ducts.

Cables supports shall be fixed at 600mm maximum intervals, the supports being supplied and erected under this Sub-contract. Saddles shall not be used for supporting cables nor any other type of fixing other than one of the two methods described above or other system which has received prior approval of the Engineer;

Cables are to be kept clear of all pipe work and the Sub-contractor shall work in close liaison with other services Sub-contractors.

The Sub-Contractor shall include for the provision of fixing of approved type coloured slip on cables end markers to indicate permanently the correct phase and neutral colours on all ends.

Provision shall be made for supplying and fixing approved non-corrosive metal cable markers to be attached to the outside of all PVC/SWA/PVC cables at 15mm intervals indicating cable size and distinction.

Where PVC/SWA/PVC cables are outside the building they shall be laid underground 750mm deep with protecting concrete interlocking cover tiles laid over which shall be provided and laid under this Sub-contract.

All necessary excavations and reinstatement of ground including sanding or trenches will be carried out by the Sub-Contractor, unless otherwise stated.

**2.19 PVC INSULATED CABLES**

Shall be of non-braided type as CMA reference 6491 x 600/1000/1000-volt grade cables, or equal approved.

PVC cables shall conform to the details of the “Cables and Flexible cords” and “Cable Braid and Insulation Colours” clauses.

**2.20 HEAT RESISTING CABLES**

Final connections to cookers, water heaters, etc., shall be made using butyl rubber insulated cable as CMA reference 610 butyl (Single core 600/1000 Volt).

This type of cable shall be used in all instances where a temperature exceeding 100°F, but not exceeding 150°F is likely to be experienced. Final connections to all lighting fittings (and other equipment where a temperature in excess of 150°C likely to be experienced) shall be made using silicon rubber insulated cable or equal and approved.

## **2.21 FLEXIBLE CORDS**

Shall be in accordance with the “Cable and Flexible Cords” clause. No cord shall be less than 24/0.2mm in size unless otherwise specified.

Circular white twin TRS flex shall be used for plain pendant fittings up to 100 watts. For all other types of lighting fittings, the flexible cable shall be silicone rubber insulated.

No polythene insulated flexible cable shall be used in any lighting fitting or other appliance (see “Heat Resisting Cables” Clause 30).

## **2.22 CABLE ENDS AND PHASE COLOURS**

All cable ends connected up in switchgear, MCB panels etc, shall have the insulation carefully cut back and the ends sealed with Hellerman rubber slip on cable end markers.

The markers shall be of appropriate phase colour for switch and all other live feeds to the details of the “Cable Insulation Colours” clause. Black cable with black end markers shall only be used for neutral cables.

## **2.23 CABLE INSULATION COLOURS**

Unless otherwise stated in later clauses the insulation colours shall be in accordance with the following table.

Where other systems are installed the cable colours shall be in accordance with the details stated in the appropriate clause.

<u>SYSTEM</u>	<u>INSULATION COLOUR</u>	<u>CABLE END MARKER</u>
1) <b>Main and Sub-Main</b>		
a) Phase	Red	Red
b) Neutral	Black	Black
2) <b>Sub-Circuits Single Phase</b>		
a) Phase	Red	Red
b) Neutral	Black	Black



## **2.24 SUB-CIRCUIT WIRING**

For all lighting and sockets wiring shall be carried out in the “looping in” system and there shall be no joints whatsoever. No lighting circuits shall comprise more than 20 points when protected by 10A MCB. Cables with different cross-section area of copper shall not be used in combination.

Lighting circuits P.V.C. cable.

- (i) 1.5mm<sup>2</sup> for all lighting circuits indicated on the drawing.

Power circuits P.V.C cable (minimum sizes).

- (ii) 2.5mm<sup>2</sup> for one, two or three 5Amp sockets wired in parallel.
- (iii) 2.5mm<sup>2</sup> for one 15Amp socket.
- (iv) 2.5mm<sup>2</sup> for maximum of ten switched 13 Amp sockets wired from 30 Amp MCB.

The wiring sizes for lighting circuits and sockets are shown on the drawings. In such cases, the sizes shown on the drawings shall prevail over the sizes specified.

Wiring sizes for other appliances shall be shown on the drawing or specified in later clauses of this specification.

## **2.25 SPACE FACTOR**

The maximum number of cables that may be accommodated in a given size of conduit or trunking or duct is not to exceed the number in Tables B.5 and B.6 or as stated in Regulation B.91, B.117 and B.118 of the I.E.E Regulations whichever is appropriate.

## **2.26 INSULATION**

The insulation resistance to earth and between poles of the whole wiring system, fittings and lumps, shall not be less than the requirements of the latest edition of the I.E.E Regulations. Complete tests shall be made on all circuits by the Sub-contractor before the installations are handed over.

A report of all tests shall be furnished by the Sub-Contractor to the Engineer. The Engineer will then check test with his own instruments if necessary.

## **2.27 LIGHTING SWITCHES**

These shall be mounted flush with the walls, shall be contained in steel or alloy boxes and shall be of the gangs' ratings and type shown in the drawings. They shall be as manufactured by M.K. Electrical Ltd., or other equal and approved to KS 04 – 247: 1988

## **2.28 SOCKETS AND SWITCHED SOCKETS**

These shall be flush pattern in steel/pvc box and shall be of the gangs and type specified in the drawings.

They shall be 13- Amp, 3-pin, shuttered, switched and as manufactured by "M.K. Electrical Co. Ltd.", or other approved equal to KS 04 – 246: 1987

## **2.29 FUSED SPUR BOXES**

These shall be flush, D.P switched as in steel/pvc box and of type and make specified in the drawings complete with pilot light and as manufactured by "M. K. Electrical Company Ltd", or other approved equal. KS 04 – 247: 1988

## **2.30 COOKER OUTLETS**

These shall be flush mounted with 13-A switched socket outlet and neon indicator Lamps.

The cooker control units shall be as manufactured by “M.K. Electrical Company Ltd”, or other approved equal KS 04 – 247: 1988

### **2.31 CONNECTORS**

Shall be specified in the drawings and appropriate rating. These shall be fitted at all conduit box lighting point outlets for jointing of looped P.V.C cables with flexible cables of specified quality.

### **2.32 LAMPHOLDERS**

Shall be of extra heavy H.O skirted and shall be provided for every specified lighting fitting and shall be B.C., E.S., or G.E.S as required. All E.S. and G.E.S. holders shall be heavy brass type (except for plain pendants where the reinforced bakelite type shall be used). The screwed cap of the E.S and G.E.S. holders shall be connected to the neutral.

Where lampholders are supported by flexible cable, the holders shall have “cord grip” arrangements and in the case of metal shades earthing screws shall be provided on each of the holders.

The Sub-Contractor must order the appropriate type of holder when ordering lighting fittings, to ensure that the correct types of holders are provided irrespective of the type normally supplied by the manufacturers.

### **2.33 LAMPS**

All lamps shall be suitable for normal stated supply voltage and the number and sizes of lamps detailed on the drawings shall be supplied and fixed. The Sub-Contractor must verify the actual supply voltage with the supply authority before ordering the lamps.

Tungsten filament lamps shall be manufactured in accordance with KS 04 – 112:1978 for general service lamps and KS 04 – 307:1985 for lamps other than general services. Tubular fluorescent lamps shall comply with KS 04 – 464:1982

Pearl lamps shall be used in all fittings unless otherwise specified.

### **2.34 LIGHTING FITTINGS AND STREET LIGHTING LANTERNS**

This Sub-Contract shall include for the provision, handling charges, taking the delivery, safe storage, wiring (including internal wiring) assembling and erecting of all lighting fittings shown on the drawings.

All fittings and pendants shall be fixed to the conduit boxes with brass R/H screws. These to be in line with metal finish of fittings. The lighting fittings are detailed for the purpose of establishing a high standard of finish and under no circumstances will substitute fittings be permitted.

In case of rectangular shaped ceiling fittings, the extreme ends of the fittings shall be secured to suitable support in addition to the central conduit box fittings. Supports shall be provided and fixed by the Sub-Contractor.

The whole of the metal work of each lighting fittings shall be effectively bonded to earth. In the case of ball and/or knuckle joints short lengths of flexible cable shall be provided, bonded to the metal work on either side of the joints. If the above provisions are not made by the manufacturers -, the Sub-contractor shall include cost of additional work necessary in his tender. See "Flexible Cords" clause for details of internal wiring of lighting fittings.

Minimum size of internal wiring shall be 20/0.20mm (23/0067). Each lighting fitting shall be provided with number type and size of lamps as detailed on the drawings. It is to be noted that some fittings are suspended as shown on the drawings.

Where two or more points are shown adjacent to each other on the drawings, e.g. socket outlet and telephone outlet, they shall be lined up vertically or horizontally on the centre lines of the units concerned.

Normally, the units shall be lined up on vertical centre lines, but where it is necessary to mount units at low level they shall be lined up horizontally.

## **2.35 POSITIONS OF POINTS AND SWITCHES**

Although the approximate positions of all points are shown on the drawings, enquiry shall be made as to the exact positions of all M.C.B panels, lighting points, socket outlets etc, before work is actually commenced. The Sub-contractor must approach the Architect with regard to the final layout of all lights on the ceiling and walls.

The Sub-contractor must consult with the Engineer in liaison with the Clerk of Works, or the General Foreman on site regarding the positions of all points before fixing any conduit etc. The Sub-Contractor shall be responsible for all alterations made necessary by the non-compliance with the clause.

## **2.36 STREET/SECURITY OUTDOOR LIGHTING COLUMNS:**

The column shall be at a minimum of 225mm in the ground on 75mm thick concrete foundations and the pole up to 150mm shall be surrounded with concrete. The top bracket and plain section of the columns shall be common to and interchangeable with all brackets with maximum mismatching tolerance of 3mm between any pole and bracket. After manufacture and before erection the columns shall be treated with an approved mordant solution which shall be washed off and the whole allowed to dry. Thereafter, the columns shall be painted with one undercoat and two coats of gloss paint to an approved colour. All columns shall be complete with fused cut-outs.

### **2.37 TIMING CONTROL SWITCH**

These shall be installed where shown on the drawings. Photocell timing control circuits which will operate 'on' with a specified level of darkness and 'off' with a given level of light. The initial adjustment will be done with approval of the Electrical Engineer.

### **2.38 WIRING SYSTEM FOR STREET LIGHTING**

Cables shall be as indicated on the drawings, and shall be laid in a cable trench 450mm deep along the roadsides and 600mm deep across the roads and 900mm away from the road kerb or 1500mm away from the edges of the road. 'Loop-in' and 'Loop-out' arrangement shall be used at every pole. Wiring to the lanterns on each pole shall be with 1.5mm<sup>2</sup> PVC twin insulated and sheathed cable with earth wire shall be laid at least 600mm below the finished road level on a compact bed of murram at least 50mm thick and covered with a concrete surrounded 150mm thick.

### **2.39 METAL CONTROL PILLAR**

These shall be metal clad and fabricated as per contract drawings and specification. The Sub-Contractor shall supply, install, test and commission control pillars including supplying, fixing connecting switchgears as detailed on the appropriate drawings.

### **2.40 CURRENT OPERATED EARTH LEAKAGE CIRCUIT BREAKER**

Current operated earth leakage circuit breaker shall conform to B.S.S. 4293:68 rated at 240 volts D.P. 50 cycles A.C. Mains.

The breaker shall be provided with test switch and fitted in weatherproof enclosure for surface mounting. The rated load current and earth fault operating current shall be as specified in the drawings. These shall be as manufactured by Crabtree, Siemens or other equal and approved.

### **2.41 M.V. SWITCHBOARD AND SWITCHGEAR**

The switchboard shall be manufactured in accordance with KS04-226 which co-ordinates the requirements for electrical power switchgear and associated apparatus. It is not intended that this K.S. should cover the requirements for specified apparatus for which separate Kenyan Standard exist. All equipment and material used in the switchboard shall be in accordance with the appropriate Kenya Standard.

The switchboard shall comprise the equipment shown on the drawings together with all current transformers, auxiliary fuses, labels, small wiring and interconnections necessary for the satisfactory operation of the switchboard.

The Switchboard shall be of the flush fronted, enclosed, metal clad type with full front or rear access as called for in the particular specifications, suitable for indoor use, sectionalized as necessary to facilitate transport and erection. The maximum height of the switchboard is to be approximately 2.0 metres. A suitable connection chamber containing all field terminals shall be provided at the top or bottom of the switchboard as appropriate.

Before manufacture, the Sub-Contractor shall submit to the consulting Engineer for approval of detailed drawings showing the layout, construction and connection of the switchboard.

All bus-bars and bus-bar connections shall consist of high conductivity copper and be provided in accordance with KS 04-226: 1985. The bus-bars shall be clearly marked with the appropriate phase and neutral colours which should be red, yellow, blue for the phases and black for neutral. The bus-bars shall be so arranged in the switchboard that the extensions to the left and right may be made in the future with ease should the need arise.

Small wiring, which will be neatly arranged and cleated, shall be executed in accordance with B.S. 158 and the insulation of the wiring shall be coloured according to the phase or neutral connection.

Switches and fuse switches, shall be in strict accordance with KS04-183:1978 Class 2 switches. Means of locking the switch in the "OFF" position shall be provided.

All fuse switches shall comply with KS04-183:1978, PARTS 2 and 3 a fault rating at least equal to the fault rating of the switchboard in which they are installed. Cartridge fuse links to KS 04-183:1978 category A.C. 46, class Q1 and fusing factor not exceeding 1.5 shall be supplied with each fused switch.

Mounting arrangements shall be such that individual complete fuse switches may be disconnected and withdrawn when necessary without extensive dismantling work.

When switches are arranged in their formation all necessary horizontal and vertical barriers shall be provided to ensure segregation from adjacent units. Means of locking the switch in the "OFF" position shall be provided.

## **2.42 STEEL CONDUITS AND STEEL TRUNKING**

Conduits shall be of heavy gauge class "B" welded to Standard specification KS 04-180:1985. In no case will conduit smaller than 20mm diameter be used on the works. Conduits installed within buildings shall be black enamelled finish except where specified otherwise. Where installed externally or in damp conditions they shall be galvanised. Conduit fittings, accessories or equipment used in conjunction with galvanised conduits shall also be galvanised or otherwise as approved by the service engineer.

Metal trunking shall be fabricated from mild steel of not less than 18 swg. All sections of trunking shall be rigidly fixed together and attached to the framework or fabric or the building at intervals of not less than 1.2m. Joint trunking shall not overhang fixing points by more than 0.5m.

All trunking shall be made electrically continuous by means of 25 x 3mm copper links across each joint and where the trunking is galvanised, the links shall be made by galvanised flat iron strips.

All trunking fittings (i.e. Bends, tees, etc) shall leave the main through completely clear of obstructions and continuously open except through walls and floors at which points suitable fire resisting barriers shall be provided as may be necessary. The inner edge of bends and tees shall be chamfered where cables larger than 35mm<sup>2</sup> are employed.

Where trunking passes through ceilings and walls the cover shall be solidly fixed to 150mm either side of ceilings and floors and 50mm either side of walls.

Screws and bolts securing covers to trunking or sections of covers together shall be arranged so that damage to cables cannot occur either when fixing covers or when installing cables in the trough.

Where trunking is used to connect switchgear or fuseboards, such connections shall be made by trunking fittings manufactured for this purpose and not by multiple conduit couplings.

Where vertical sections of trunking are used which exceed 4.5m in length, staggered tie off points shall be provided at 4.5m intervals to support the weight of cables.

Unless otherwise stated, all trunking systems shall be painted as for conduit.

Where a wiring system incorporates galvanized conduit and trunking, the trunking shall be deemed to be galvanised unless specified otherwise.

The number of cables to be installed in trunking shall be such as to permit easy drawing in without damage to the cables, and shall in no circumstances be such that a space factor of 45% is exceeded.

Conduit and trunking shall be mechanically and electrically continuous. Conduit shall be tightly screwed between the various lengths so that they butt at the socketed joints. The internal edges of conduit and all fittings shall be smooth, free from burrs and other defects.

Oil and any other insulating substance shall be removed from the screw threads; where conduits terminate in fuse-gear, distribution boards, adaptable boxes, non-spouted switchboxes, etc., they shall, unless otherwise stated, be connected thereto by means of smooth bore male brass bushes, compression washers and sockets. All exposed threads and abrasions shall be painted using an oil paint for black enamelled tubing and galvanizing paint for galvanised tubing immediately after the conduits are erected. All bends and sets shall be made cold without altering the section of the conduit.

The inner radius of the bend shall not be less than four (4) times the outside diameter of the conduit. Not more than two right angle bends will be permitted without the interposition of a draw-in-box. Where straight runs of conduit are installed, draw-in-boxes shall be provided at distances not exceeding 15mm. No tees, elbows, sleeves, either of inspection or solid type, will be permitted.

Conduit shall be swabbed out prior to drawing in cables, and they shall be laid so as to drain of all condensed moisture without injury to end connections.

Conduits and trunking shall be run at least 150mm clear of hot water and steam pipes, and at least 75mm clear of cold water and other services unless otherwise approved by the services engineer.

All boxes shall conform to KS 04 – 668: 1986, to be of malleable iron, and black enamelled or galvanized according to the type of conduit specified. All accessory boxes shall have threaded brass inserts.

Box lids where required shall be heavy gauge metal, secured by means of zinc plated or cadmium plated steel screws.

All adaptable boxes and lids of the same size shall be interchangeable.

Boxes used on surface work are to be tapped or drilled to line up with the conduit fixed in distance type saddles allowing clearance between the conduit and wall without the need for setting the conduit.

Where used in conjunction with mineral insulated copper sheathed cable, galvanized boxes shall be used and painted after erection.

Draw-in boxes in the floors are generally to be avoided but where they are essential, they must be grouped in positions approved by the services engineer and covered and by the suitable floor traps, with non-ferrous trays and covers.

The floor trap covers are to be recessed and filled in with a material to match the floor surface.

The Sub-contractor must take full responsibility for the filling in of all covers, but the filling in material will be supplied and the filling carried out by the main building contractor.



Where buried in the ground outside the building the whole of the buried conduit is to be painted with two coats of approved bitumastic composition before covering up. Where run on the surface, unpainted fittings and joints shall be painted with two coats of oil bound enamel applied to rust and grease free metalwork.

## **2.43 TESTING ON SITE**

The Sub-contractor shall conduct during and at the completion of the installation and, if required, again at the expiration of the maintenance period, tests in accordance with the relevant section of the current edition of the Regulations for the electrical equipment of buildings issued by the I.E.E of Great Britain, the Government Electrical Specification, and the Electric Supply Company's By-Laws.

- (a) Tests shall be carried out to prove that all single pole switches are installed in the 'live' conductor.
- (c) Tests shall be carried out to prove that all socket outlets and switched socket outlets are connected to the 'live' conductor in the terminal marked as such, and that each earth pin is effectively bonded to the earth continuity system. Tests shall be carried out to verify the continuity of all conductors of each 'ring' circuit.
- (d) Phase tests shall be carried out on completion of the installation to ensure that correct phase sequence is maintained throughout the installation. Triplicate copies of the results of the above tests shall be provided within 14 days of the witnessed tests and the Sub-contractor will be required to issue to the service engineer the requisite certificate upon completion as required by the regulations referred to above.
- (e) Any faults, defects or omissions or faulty workmanship, incorrectly positioned or installed parts of the installation made apparent by such inspections or tests shall be rectified by the Sub-contractor at his own expense.
- (f) The Sub-contractor shall provide accurate instruments and apparatus and all labour required to carry out the above tests. The instruments and apparatus shall be made available to the services engineer to enable him to carry out such tests as he may require.
- (g) The Sub-contractor shall generally attend on other contractors employed on the project and carry out such electrical tests as may be necessary.
- (h) The Sub-contractor shall test to the services engineer's approval and as specified elsewhere in this specification or in standards and regulations already referred to, all equipment, plant and apparatus forming part of the works and before connecting to any power or other supply and setting to work.

- (i) Where such equipment, etc., forms part of or is connected to a system whether primarily or of an electrical nature or otherwise (e.g. air conditioning system) the Sub-contractor shall attend on and assist in balancing, regulating testing and commissioning, or if primarily an electrical or other system forming part of works, shall balance, regulate, test and commission the system to the service engineer's approval.

**APPENDIX TO GENERAL SPECIFICATIONS OF MATERIALS AND WORKS**

The electrical sub-contractor shall comply with the following: -

1. Government Electrical Specifications No. 1 and No. 2.
2. All requirements of Kenya Power and Lighting Company Limited, and Communications Authority of Kenya (CAK).

SECTION B  
PARTICULAR SPECIFICATIONS  
OF  
MATERIALS AND WORKS

**PARTICULAR SPECIFICATIONS**

**1.00 SITE LOCATION**

The site of the proposed works is at .....

**2.00 SCOPE OF WORKS**

The works to be carried out under this sub-contract comprise supply, installation, testing and commissioning of the following: -

**a) Electrical Works**

This shall include conduiting, cabling, fittings and accessories.

**b) CCTV Installation**

This shall include conduiting, fittings cameras, termination and ensuring they are functional.

**3.00 MATERIALS FOR THE WORKS**

Materials shall be as specified in Section D and in the Bills of Quantities of this document which shall be read in conjunction with contract drawings. Alternative materials shall be accepted only after approval by the Project Manager.

**4.00 BROCHURES FOR FIRE ALARM PANEL & ANY ELECTRICAL EQUIPMENT AND FITTINGS**

For consideration and qualification tenderers shall, at their own cost, provide coloured manufacturer's brochures detailing technical literature and specifications where applicable.

**5.00 MINIMUM SPECIFICATIONS FOR LED LIGHTING FITTINGS**

- 1) Power Factor:  $\geq 0.9$
- 2) Operating freq. range: 45-55Hz
- 3) Operating Voltage Range: 130-300Vac
- 4) Operating hours:  $\geq 50,000$ Hrs
- 5) Correlated Colour Temperature (CCT):  $\geq 6000$ K
- 6) Total Harmonic Distortion (THD):  $< 15\%$

**Bidders must provide technical brochures**

## **5.00 ENERGY EFFICIENT SOLAR POWERED LED LIGHTING SPECIFICATIONS**

The Contractor shall furnish and install the complete SOLAR LED lighting system as described in the Tender Specifications. The specific wattages of the LED luminaires, solar panels, battery subsystems etc. are to be indicated in individual luminaire specifications.

### **SOLAR LED Streetlight Luminaire**

#### **1. Housing**

The luminaire shall have a full die cast housing to provide adequate rigidity and strength and also ensure proper heat dissipation. The luminaire housing shall have separate Driver and LED lamp cavity to ensure cooler operation of LED lamps and good electrical separation.

The optical LED compartment shall have a thermally hardened glass cover and high-quality silicon gasket system. The glass cover shall be tightly secured with the housing. The complete luminaire shall be rated for IP 66 (Ingress Protection).

The housing shall feature highly reflective components and films to increase light output.

The weight of the luminaire shall not be more than stipulated below: -

- 1) Up to 9,500 lumens < 7 kg
- 2) Up to 15,000 lumens < 9 kg
- 3) Up to 28,000 lumens < 15 kg

#### **2. Optics**

The luminaire shall have flexible optical system to achieve lighting parameters, as stipulated by CUSTOMER NAME for various kinds of road from M1 to M6. The luminaire shall offer a composite system efficiency of at least 90 Lumen/Watt and a lumen package of up to 11,000 lumens. The luminaire shall use high efficiency LED and optics system to achieve max energy savings. Specially designed lens system with unique inner and outer profile for high efficiency LED to ensure maximum spacing between the poles and cover higher road widths. Multi-layer optics design to ensure adequate luminance and illuminance uniformity in the unlikely event of individual LED failure.

The luminaire should offer choice of narrow beam, medium beam and wide beam light distribution.

The optical lens system should ensure:

- 1) Long life with no discoloration (UV Protection)
- 2) White painted circuit board to have high reflectivity for maximum light output.

The luminaire shall be fully compatible with future LED upgrades when they become available. It shall have a modular design to upgrade / replace with new LED modules or LED drivers at site. All electronic components/drivers shall be mounted on a separate gear tray with tool-less access and replacement. The luminaire shall have space available inside for communications antenna or equipment to be integrated into the luminaire for future tele-management control system implementation. Evidence showing tele-management capability shall be provided.

#### **4 Surge Protection**

The proposed luminaire shall have an in-built surge protection system to protect the electronic driver and the LED module with a minimum surge protection rating of 2KV.

#### **5 Ingress Protection (IP) & Impact Resistance**

The luminaire shall have Full IP 66 protection to ensure long reliable performance and to minimize maintenance requirement and an Impact resistance of IK 08. No chemical glue is to be used as that may cause breakdown of water-proof and dust-proof seal.

#### **6 Maintenance**

Tool-less maintenance of the LED modules and gears shall be provided for easy upgrade of LED modules on the pole

#### **7 Mounting**

The mounting of the luminaire will be in axial orientation through Ø 48-60mm sidearm.

#### **8 Thermal Management**

Managing thermal properties in LED luminaires are most critical to ensure optimum performance of LEDs and reliability of the system. The housing shell under the circuit board should be specially designed to ensure perfect contact between the board and the luminaire housing for efficient heat dissipation. The housing over the Driver compartment cavity shall have adequate surface area to ensure fast heat dissipation.

#### **9 Color Rendering Index and Color Temperature**

The luminaire should have a minimum color rendering index (Ra) of 75+/- 5 and a color temperature of up to 5700K for maximum efficiency. The LED shall have a color consistency within 5 SDCM (standard deviation of color matching) as defined by McAdam. The color temperature variation of the LEDs should be restricted as per ANSI C78.377A with CCT variation limiting within 500K for nominal CCT of 4000K.

The LED luminaire shall be designed for lumen maintenance of L70 or 70% at the end of useful life at ambient temperature of 35 deg C. The complete luminaire shall have a useful life of 50,000 burning hours. The luminaire including the driver will include a warranty of 3 years against manufacturing defects and complete Solar Lighting System 2 years.

## **11 Standards Conformity**

The luminaire should fully conform to following Specifications: -

- 1) IEC 62471:2006, IEC/TR 62471-2:2009, EN 62471:2008, Photo biological safety of lamps and lamp systems IEC 62471 – Photo-biological safety of lamps and lamp systems.
- 2) IEC 60598-1:2008, EN 60598-1:2008 + A11:2009, General requirements and tests for Luminaires
- 3)
- 4) IEC 60598-2-3:2012, EN 60598-2-3:2003 + A1:2011, Luminaires, Part 2: Particular requirements: Section Three – Luminaires for road and street lighting
- 5) IEC 62493:2009, EN 62493:2010, Assessment of lighting equipment related to human exposure to electromagnetic fields
- 6) EN 55015: 2006/+A1:2007+A2:2009, Limits and methods of measurement of radio disturbance of electrical lighting and similar equipment.
- 7) EN 61547:2009, Equipment for general lighting purposes — EMC immunity requirements.
- 8) EN 61000-3-2:2006+A1:2009+A2:2009, Limits for harmonic currents emissions.
- 9) EN 61000-3-3:2008, Limitation of voltage fluctuations and flicker.

## **12 LED Driver Specifications**

The solar LED luminaire's LED module and electrical components should be embedded in separated chamber. The solar LED luminaire input voltage / or system voltage should be 12V or 24V.

## **13 LED Chip Specifications**

Solar LED luminaire should use 1st tier brand LED chips, and LED efficiency should be  $\geq 125\text{lm/W}$  for NW/CW,  $\geq 105\text{lm/W}$  for WW; the 1st tier LED manufacturers should be Cree, LumiLEDs, Osram or Nichia.

### **ELECTRICAL INSTALLATIONS**

#### **TRADE PREAMBLES**

**5/184 B -4**

#### **14 Ambient Temperature**



The luminaire shall be suitable for ambient temperature range of between -40 to 45 degrees Celsius.

## **15 Controls**

Dimming function and customization should be available for example programmable multistep dimming profile.

## **16 Materials and Finishing**

- Housing: Die-cast aluminum;
- Gasket: Heat resistant silicone rubber
- Glass: Tempered Glass with higher transmittance
- Frame: Gray Paint RAL7040 or different on request
- Tool-less maintenance of the LED modules and gears shall be provided for easy upgrade of LED modules on the pole.

## **17 Photo biological Safety**

Light without blue and no photo biological risk; have been tested according to the IEC 62471(first edition, 2006-07) and been classified as Exempt group.

## **18 Wiring**

The connector and cable should be attached with luminaire, ensuring IP67 protection.

## **PV Panels (Photovoltaic Solar Panels)**

### **1. Power Output (Pmax)**

PV Panel sub-system should include panel and connectors. Solar Panel utilizes polycrystalline and mono-crystalline silicon solar cells that combine high Wp (Watts Peak) output, affordability and efficiency. PV output peak wattage should be between 35Wp and 295Wp $\pm$  3% (depends on configuration). PV Panel subsystem should have IP65 protection junction box for wiring.

### **2. Ambient temperature / operating temperature**

PV panel shall be able to work / operate at '-40 °C to +85 °C.

### **3. Encapsulation Material**

Encapsulation Material Ethylene Vinyl Acetate (EVA)

## **ELECTRICAL INSTALLATIONS**

## **TRADE PREAMBLES**

**5/185 B -5**

### **4. Lamination**

PV panel shall be laminate with tempered safety glass which provide safety and best possible transmittance.

### **5. Wiring**

PV panel shall be equipped with plug-and-play connector allowing easy connection and maintenance.

### **6. Lifetime**

The panel shall be with 25-year designed lifetime, with power decrease less than 20%.

### **7. Standards Conformity**

Solar Panels shall meet the following standards:

- 1) EN 61730-1:2007, Photovoltaic (PV) module safety qualification-Part 1 Requirements for construction.
- 2) EN 61730-2:2007, Photovoltaic (PV) module safety qualification - Part 2 Requirements for testing.
- 3) EN 61215:2005, IEC 61215:2005, crystalline silicon terrestrial photovoltaic (PV) modules – Design qualification and type approval.

### **Charge Controller**

1. The system should have protection against battery overcharge and deep discharge conditions.
2. Charge controller should be High-quality, 4-stage PWM-charging (4 Stage Battery Charging (Main, Float, Boost, Equalization),
3. Charge controller should provide:
  - Automatic System Voltage Recognition (12 V/24 V)
  - Reverse polarity protection
  - Short circuit protection: for panel and load terminals
  - Over discharging protection
  - Over voltage disconnection
  - Automatic electronic fuse protection
  - Over current protection: for load terminal
  - Reverse current protection: for panel terminal
  - Over temperature protection: reduce the charging current by WM until switch off the load

**ELECTRICAL INSTALLATIONS**

**TRADE PREAMBLES**

**5/186 B -6**

**Battery Subsystem**

Battery sub system should be Valve Regulated Lead Acid (VRLA) Battery integrates gel electrolyte technology with long service lifetime, high performance in deep discharging; it can be used in wide range of ambient temperature and keep good performance of constant power input. The battery shall be equipped in dedicated designed box with following features:

- Water-proof — Battery box housing IP68, against from water or humidity underground; 0.6m water-resistant by 1 week underwater; housing of plastic ensures good performance of stability with non-chapping at -20°C.
- Conform to requirements of lead-acid utilization — pipeline from box and lighting pole antrum, to keep balance of air pressure inside box. The pipe is made of low temperature resistant nylon, stable quality without distortion at -40°C.
- The battery shall provide following features and functions, Gelatin electrolyte, 12 years lifespan in float service without acidification at 77°F (25°C) owes to a good recycle capability
- all plug and play connection
- Working Temperature Range

Charge (-22 °C to 55 °C)

Discharge (-10 °C to 55 °C)

Storage (-22 °C to 55 °C)

### **Standards Conformity**

Battery shall meet the following standards:

1. EN 61427:2005, IEC 61427:2005, Secondary cells and batteries for renewable energy storage – General requirements and methods of test

Battery box shall meet the following standards:

2. IEC 60598-1:2008, General requirements and tests for Luminaires, IPX8 rating.

### **QUALITY AND WARRANTEE:**

- i) All the components and parts used in the solar street lighting systems should conform to the latest BIS or IEC specifications, wherever such specifications are available and applicable.
- ii) The street lighting system including the battery will be warranted for a period of five years from the date of supply.
- iii) The PV module(s) will be warranted for a minimum period of 5 years from the date of supply. The PV modules must be warranted for their output peak watt capacity, which should not be less than 90% at the end of five (10) years and 80% at the end of Ten (10) years.

- iv) The Warranty Card to be supplied with the system must contain the details of the system.

#### **OPERATION AND MAINTENANCE MANUAL:**

An Operation, Instruction and Maintenance Manual, in English and/or the National Language -Kiswahili, should be provided with the Solar Street Lighting System. The following minimum details must be provided in the Manual:

- Basic principles of Photovoltaic.
- A small write-up (with a block diagram) on Solar Street Lighting System - its components, PV module, battery, electronics and luminaire and expected performance.
- Type, Model number, Voltage & capacity of the battery, used in the system.
- The make and wattage of the CFL LED used in the lighting system.
- About Charging and Significance of indicators.
- Clear instructions about erection of pole and mounting of PV module (s) and lamp housing assembly on the pole or underground
- Clear instructions on regular maintenance and troubleshooting of the Solar Street Lighting System.
- Name and address of the contact person for repair and maintenance, in case of non-functionality of the solar street lighting system.

#### **SOLAR LIGHTING LED DETAIL PARAMETERS**

<b>Item No.</b>	<b>Parameters</b>	<b>Values</b>	<b>Comments</b>
1.	Input Voltage	12V	
2.	LED Efficiency (Lumens/watt)	140 Lumens/Watt	<p>Certificate from LED manufacturer needs to be provided with Datasheet of LED</p> <p>LED used must be of make CREE/Nichia/Osram/ Lumileds</p>

Item No.	Parameters	Values	Comments
3.	Life Expectancy	Above 60,000 Hours with 70 lumens	LED model should have LM80 certificate to prove the LED life is guaranteed for > 75,000. LED manufacturer should provide T21 –Life test report
4.	Color Temperature	5500-6500K	
5.	Working Humidity	10 to 90% RH6	
6.	Working Temperature	5 to 50 degrees	
7.	Average Lighting Angle (Beam Angle)	120 Degree	
8.	Make of LED	PHILIPS/ CREE/LUMILEDS/ OSRAM/NICHIA	
9.	Total System Power Consumption (includes LED & drive part) in watts.	Total wattage =15W	
10.	Lamp Starting Time	Instantaneous, Less than 2 Seconds	
11.	System Efficacy (%)	Greater than 90%	
12.	Ingress Protection	IP65	NABL accredited certificate must be provided for IP65
13.	Light Output	Minimum 20 Lux when measured at the periphery of 4-meter diameter from a height of 4 meter. The illumination should be uniform without dark bands or abrupt variations and soothing to the eye. Higher Light Output will be preferred	
14.	Power Factor	>0.95	
15.	Protection Function	Open and Short Circuits	

**SECTION SIX**  
**PRELIMINARIES**  
**BILL No. 1**

ITEM	DESCRIPTION	SHS	CTS
	<b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b>		
<b>A.</b>	<p><b><u>DEFINITION OF TERMS</u></b></p> <p>In this contract (as hereinafter defined) the following words and expresions shall have the meanings hereby assigned to them except where the context otherwise requires:-</p> <p>(i) <b><u>Procuring Entity/Employer:</u></b> means the National Housing Corporation, P.O. Box 30257, - 00100 GPO NAIROBI.</p> <p>(ii) <b><u>Project Manager:</u></b> The term 'Project Manager' shall mean the General Manager Construction Project Management or Project Officer /Professional /Specialist on whose expertise the subject matter is domiciled communicating on behalf of the Project Manager from National Housing Corporation, from National Housing Corporation, P.O. Box 30257-00100, NAIROBI.</p> <p>(iii) <b><u>Project Manager's Representative:</u></b> Means any person named in the letter of acceptance for this contract or any person appointed from time to time by the Project Manager or the Employer to perform the duties set forth in the Conditions of contract and whose authority shall be the same as that of the Project Manager or Employer.</p> <p>(iv) <b><u>Quantity Surveyor:</u></b> The Term "Quantity Surveyor" shall mean Manager Quantities and Contracts, National Housing Corporation, P.O. Box 30257 - 00100,NAIROBI.</p> <p>(v) <b><u>Architect:</u></b> The term "Architect" shall mean Manager Architectural Services, National Housing Corporation, P.O. Box 30257 - 00100, NAIROBI.</p> <p>(vi) <b><u>Engineer:</u></b> The term "Engineer" shall mean Manager Engineering Services, National Housing Corporation, P.O. Box 30257 - 00100, NAIROBI.</p> <p>(vii) <b><u>Contractor:</u></b> The term "Contractor" shall mean the person or persons,firm or Company whose tender has been accepted by the employer and includes the Contractor's legal personal representatives, successors and permitted assigns.</p> <p>(viii) <b><u>Approved or Approval:</u></b> Means approved or approval in writing by the Project Manager unless otherwise specified.</p>	-	
	<b><u>CARRIED TO COLLECTION</u></b>	KShs.	
	<b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b>		

ITEM	DESCRIPTION	SHS	CTS
	<p><b><u>Definition of terms (Cont'd)</u></b></p> <p>(ix) <b><u>Architect's Instructions:</u></b> Means drawings, detail instructions, directions explanations, approval or orders issued in writing by the Architect or Architect,s representative.</p> <p>(x) <b><u>Works:</u></b> The term 'the works' wherever used hereinafter and in all contract documents shall mean all or any portion of the works, materials and articles wherever the same are being manufactured or prepared which are to be used in the execution of this contract and whether the same be on site or not.</p> <p>It shall also be deemed to include of all sub-contractors and of all variations.</p> <p>(xi) <b><u>"Ditto"</u></b> shall mean the whole of the preceding description except as qualified in the section in which it occurs. Where it in brackets, it shall mean the whole of the preceding description which which is contained within the appropriate brackets.</p> <p>(xii) <b><u>Direct or Directions:</u></b> Means directed or directions by the Project Manager or Project Team Member whose expertise the matter in question. is domiciled or relied upon.</p> <p>(xiii) <b><u>Contract Drawings:</u></b> The term "the contract Drawings" wherever used hereinafter and in all contract documents shall be deemed to imply the drawings referred to in this document.</p> <p>(xiv) <b><u>Provisional:</u></b> Means that the quantity, description or value of work so described may be varied or executed in whole or in part or omitted entirely from the contract as directed and shall be measured and valued in accordance with the contract.</p> <p>(xv) <b><u>Site:</u></b> The term "the site" shall mean the lands and other places on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the employer for the purpose of this contract.</p> <p>"CM" Shall mean Cubic Metre  "SM" Shall mean Square Metre  "LM" Shall mean Linear Metre  "MM" Shall mean Millimetre  "NO" Shall mean Number  "KG" Shall mean Kilograms  "MS" Shall mean measured separately</p> <p><b><u>CARRIED TO COLLECTION</u></b> <span style="float: right;"><b>KShs.</b></span></p> <p><b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b></p>	-	



ITEM	DESCRIPTION	SHS	CTS
<b>A.</b>	<b><u>SITE</u></b>  The site for the proposed works is at NHC House within the Central Business Area along Aga Khan Walk, off Harambee Avenue - Nairobi County.		
<b>B.</b>	<b><u>VISIT THE SITE</u></b>  Before tendering, the Contractor should visit the site and satisfy himself as to local conditions, water, lighting services, the accessibility of the site, the full extent and character of operations, the nature of the ground, the supply of and conditions affecting labour services and materials necessary for the execution of the Contract works generally and shall make all necessary allowances and provisions for his tender as no claim for want of knowledge in this respect will be allowed. If unable to locate the site, he should apply to the Project Manager for directions to enable him to do so.		
<b>C.</b>	<b><u>SCOPE OF CONTRACT.</u></b>  <b><u>1. Repairs and Rehabilitation works</u></b>  The works to be carried out in this contract comprises re-painting works on the Main/Rural registry, toilets and kitchen in every floor, rehabilitation of the staircase, corridors in the mezanine floor, doors to service ducts, doors to WC, fire exit doors, water closets, pillar taps, sunbreakers and ramp on rear entrance. APP waterproofing and laying of precast concrete interlocking tiles on the flat roof of the mezanine floor. The site is under occupation which, may require the contractor to work during odd hours including possibility of working at night and over the weekends. In addition this site is constrained and therefore restricted space for storage of materials and deposition of debris.		
	<b><u>CARRIED TO COLLECTION</u></b>	<b>KShs.</b>	
	<b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b>		

ITEM	DESCRIPTION	SHS	CTS
A.	<b><u>INSERTION TO BE MADE IN APPENDIX TO THE SPECIFIC CONDITIONS OF CONTRACT</u></b>		
	Name of Project Manager	General Manager Construction & Project Management	
	Amount of Surety	10% of Contract Sum	
	Amount of penalty to be withheld for late submission of work programme or an updated programme	KShs.2,000.00 per week	
	Minimum insurance covers		
	- Loss or damages to the works	------(Contract Sum)	
	- Insurance to cover other property	KShs. 5,000,000.00	
	- Insurance to cover other personal injury and death (public liability)	KShs. 5,000,000.00	
	- Insurance to cover Contractor's employees	As per Work Injuries and Benefits Act	
	Fluctuations Adjustments	Shall not apply in the contract	
	Period for submission of programme	One week from site possession	
	Period of an updated programme	One week	
	Date for possession of site	To be stated in the letter of acceptance	
	Start date	To be stated in the letter of acceptance	
	Contract Period	..... (.....) Weeks.	
	.....	.....	
	<b>CONTRACTOR</b>	<b>PROCURING ENTITY</b>	
	<b>DATE:.....</b>	<b>DATE:.....</b>	
	<b><u>CARRIED TO COLLECTION</u></b>	<b>KShs.</b>	
	<b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b>		

ITEM	DESCRIPTION	SHS	CTS
	Date for practical completion	To be stated in the letter of acceptance	
	Intervals for payments	Thirty (30) days	
	Minimum amount of value of work done and materials on site to justify a payment certificate	Not Applicable.	
	Percentage retained as WithHolding VAT	2% of VAT Payable	
	Percentage Retained as WithHolding Income Tax	3% of Total Amount Payable	
	Percentage of certified value retained	10%	
	Limit of retention fund	10%	
	Period for release of interest on retention money to Contractor.	Not applicable. No interest chargeable.	
	Period of final measurement	Six months from practical completion	
	Defects Liability period	Six months from practical completion	
	Damages for delay in completion	At the rate of KShs.20,000/= per week for the works	
	Maximum Liquidated Damages chargeable / Limit of liquidated and ascertained damages	Ten(10%) percent of the contract Amount	
	Place of Arbitration	Nairobi,Kenya	
	.....	.....	
	<b>CONTRACTOR</b>	<b>PROCURING ENTITY</b>	
	<b>DATE:.....</b>	<b>DATE:.....</b>	
	<b><u>CARRIED TO COLLECTION</u></b>	<b>KShs.</b>	
	<b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b>		

ITEM	DESCRIPTION	SHS	CTS
<b>A.</b>	<b><u>GENERAL MATTERS</u></b>  The quantities measured in the Bills of Quantities are all provisional and subject to measurement once the works are executed.		
<b>B.</b>	<b><u>VALUE ADDED TAX (VAT)</u></b>  The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1 <sup>st</sup> September, 1993 which requires Payment of VAT on all contracts. The Contractor should therefore include an allowance in his rates and prices for VAT and any other Government taxes and levies currently in force.		
<b>C.</b>	<b><u>WITHHOLDING INCOME TAX</u></b>  The tender is advised that in accordance with Government regulations withholding Tax will be levied against the total contract sum by the Employer and remitted to the Commissioner of Income Tax; through all interim and final certificates. It should however be noted that this is not an additional Tax; but it is an advance payment of Income Tax which will be refundable once the Contractor has submitted his annual returns to the Commissioner of Income Tax; who will do the refunds when he is satisfied that all the income tax regulations have been complied with.		
<b>D.</b>	<b><u>SUFFICIENCY OF TENDER</u></b>  The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced Bills of Quantities which rates and prices shall cover all his obligations under the contract and all matters and things necessary for the proper execution, completion and maintenance of the works.		
	<b><u>CARRIED TO COLLECTION</u></b>	<b>KShs.</b>	
	<b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b>		

ITEM	DESCRIPTION	SHS	CTS
<b>A.</b>	<p><b><u>INSURANCE</u></b></p> <p>The contractor shall insure as required by clause 18 of the conditions of contract in Tender document.</p> <p>No payment on account for the work executed will be made to the Contractor until he has satisfied the Project Manager either by production of an Insurance Policy or an insurance certificate that the provisions of the Insurance Clauses have been complied with in all respect and payment for premiums made as necessary.</p>		
<b>B.</b>	<p><b><u>BOND OR SECURITY DEPOSIT</u></b></p> <p>The Contractor will be required to furnish a Bond/Performance Security. The Bond shall be in the Form of Bank Guarantee issued by Licenced Commercial Bank in the Tier 1 and 2 Only in the Amounts of Ten Per Cent (10%) of the Accepted Contract Amount in Kenya Shillings., using the standard form of Bond provided.</p> <p>Alternatively the Project Manager may at his discretion, accept a security deposit in cash in lieu of the Bond. The deposit is to be of the same amount as the Bond.</p> <p>No payment on account for the work executed will be made to the Contractor until he has submitted the performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank.</p>		
<b>C.</b>	<p><b><u>SITE OFFICE AND CLERK OF WORKS ACCOMODATION</u></b></p> <p>The Contractor shall make arrangements on site to have site meetings held in a convenience manner and provide all necessary facilities required during the meetings.</p>		
	<p><b><u>CARRIED TO COLLECTION</u></b></p> <p style="text-align: right;"><b>KShs.</b></p>		
	<b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b>		

ITEM	DESCRIPTION	SHS	CTS
<b>A.</b>	<p><b><u>TRAINING LEVY</u></b></p> <p>The Contractor's attention is drawn to The Industrial Training (Amendment) Act, No. 34 of 2011 which requires payment by the Contractor of a Training Levy on all Contracts of more than KShs. 50,000.00 in value and his tender must include for all costs arising or resulting therefrom. Immediately after Contractor is given possession of site, the contractor shall be required to produce receipts as proof that he has complied with this legal notice.</p> <p>Reimbursement shall be upon fulfilment of this requirement. In the event of the Contractor defaulting by not remitting the monies to the Directorate of Industrial Training, Ministry of Labour and Human resources development, the client shall reserve the right to deduct an equivalent amount from monies to become due in payment certificates and remit the said amount to the relevant authority without reference to the Contractor.</p>		
<b>B.</b>	<p><b><u>STANDARD LEVY</u></b></p> <p>The Contractor's attention is drawn to the standards levy order (1990) which was amended on 26<sup>th</sup> November 1999 vide legal notice No. 183 of 1999. The Contractor is required to pay a monthly levy of 0.2% of his ex-factory price of construction works and must allow for this when tendering.</p>		
<b>C.</b>	<p><b><u>REGISTRATION OF WORKPLACE</u></b></p> <p>The Contractor's attention is drawn to Section 44 of the Occupational Safety and Health Act, 2007 requires that before any person occupies or uses any premises as a workplace in Kenya he shall apply for the registration of such premises by sending to the Director of Occupational Safety and Health Services a written notice containing the particulars set out in the Fourth Schedule of the Act. Section 45 (6) of the same Act requires that an occupier shall renew the certificate of registration annually. Applicants are also required to pay the OSH levy (Ksh. 3,000) and registration fee (Ksh. 2,000) to the DOSHS account.</p>		
<b>D.</b>	<p><b><u>FIXED PRICE CONTRACT</u></b></p> <p>This is a fixed price contract deemed to include all duties, tariffs and taxes imposed by the Government and Statutory/Local Authorities. Fluctuations for labour (Price Adjustments) is not applicable. Clause 13.9 of the Contract Conditions is deleted in its entirety</p>		
	<p><b><u>CARRIED TO COLLECTION</u></b></p> <p style="text-align: right;"><b>KShs.</b></p>		
	<b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b>		

ITEM	DESCRIPTION	SHS	CTS
<b>A.</b>	<p><b><u>FIGURED DIMENSIONS</u></b></p> <p>Figured dimensions are to be followed in preference to dimensions scaled from the drawings but whenever possible dimensions are to be taken on the site. Before any work is commenced by Sub-contractor or specialist firms, dimensions must be checked on the site and/or buildings and agreed with Main Contractor, irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.</p>		
<b>B.</b>	<p><b><u>AREA TO BE OCCUPIED BY THE CONTRACTOR</u></b></p> <p>The area to be occupied by the Contractor for use as storage or erection of workshops etc shall be defined on the site by the Project Manager and the Contractor must confine his activities to the areas so marked and must ensure his own and Sub-contractor's workmen do not trespass on the adjoining property or cause inconvenience to its occupiers.</p>		
<b>C.</b>	<p><b><u>WORK TO BE OPENED UP AT THE REQUEST OF THE PROJECT MANAGER.</u></b></p> <p>The Contractor shall, at the request of the Project Manager within such time as the Project Manager shall name, open for inspection any work covered up, and should the Contractor refuse or neglect to comply with such request, the Project Manager may employ workmen other than those employed by the Contractor to open up the same. If the said work has been covered up in contravention of the Project Manager's instructions, or if, on being opened up, it be found not in accordance with the drawings or Bills of Quantities or the instructions of the Project Manager, the expenses of opening and covering it up again, whether done by the Contractor or by the Project Manager, shall be borne by and be recoverable from the Contractor or may be deducted from any monies due to the Contractor. If the work has not been covered up in contravention of such instructions and be found in accordance with the said drawings and Bills of Quantities, then the expenses aforesaid shall be borne by the Employer and be added to the Contract Sum, provided always that, in the case of foundations or of any other urgent work so opened up, and requiring immediate attention, the Project Manager shall within a reasonable time after the work has been opened, make or cause to be made the inspection thereof, and the expiration of such time, if such inspection shall not have been made the Contractor may cover up the same and shall not be required to open it up again for inspection except at the expense of the Employer.</p>		
	<p><b><u>CARRIED TO COLLECTION</u></b></p> <p style="text-align: right;"><b>KShs.</b></p>		
	<p><b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b></p>		

ITEM	DESCRIPTION	SHS	CTS
<b>A.</b>	<p><b><u>WORKS PROGRAMME</u></b></p> <p>The Contractor shall, upon possession of site draw up a works programme, setting out the order in which the works are to be carried out with the appropriate date thereof. The works programme is to be agreed upon with the Project Manager within a maximum of one (1) week from the date of possession of site and one (1) week for an updated programme. No deviation from the order set out in the programme will be permitted without the written consent of the Project Manager. The Main Contractor will be responsible for arranging the above programme with all Sub-Contractors including nominated Sub-contractors and nominated Suppliers.</p> <p>Payment as stated in the appendix in the conditions of Contract will be withheld unless the works programme is approved and agreed upon within the stipulated time indicated above.</p>		
<b>B.</b>	<p><b><u>WATER AND ELECTRICITY SUPPLY FOR THE SITE AND THE WORKS</u></b></p> <p>The Contractor shall provide at his own cost and risk all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connections to the nearest suitable water and electricity main and for metering the same. He must also provide temporary storage tanks and meter as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the Project Manager. The Contractor shall pay all charges in connection therewith. No guarantee is given that sufficient water will be available from the main and the Contractor, must make his own arrangements for augmenting this supply at his own cost if necessary.</p>		
<b>C.</b>	<p><b><u>ACCESS TO SITE AND TEMPORARY ROADS</u></b></p> <p>Means of access to the site shall be agreed with the Project manager prior to the commencement of the works and the Contractor must allow for building any temporary access roads, culverts, bridges, roadside rainwater drains for the transport of materials, plant and workmen including the provision of any other means of gaining access to the site. Upon completion of the works the Contractor shall remove such temporary access roads, temporary culverts, etc and make good and reinstate all works and services disturbed to the satisfaction of the Project Manager and the Authority.</p>		
	<p><b><u>CARRIED TO COLLECTION</u></b></p> <p style="text-align: right;"><b>KShs.</b></p>		
	<b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b>		



ITEM	DESCRIPTION	SHS	CTS
<b>A.</b>	<p><b><u>SANITATION OF THE WORKS FOR WORKERS</u></b></p> <p>The sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the County Authorities and the Project Manager.</p> <p>The latrines shall be enclosed with timber framing and corrugated iron sheet roof, sides and partitions. The site of the latrine shall be agreed with the Project Manager and the works shall not be commenced before the sanitary accommodation has been approved by the Project Manager and the Local authorities.</p> <p>The Contractor will be required to pay all conservancy charges and employ adequate sweepers on the site to ensure clean maintenance and daily disinfecting of the latrines upon completion of the works. The latrines and any temporary drain shall be removed and all works and surfaces disturbed made good and whole area disinfected and left clean and free from pollution all to the satisfaction of the Project Manager and Local authorities.</p>		
<b>B.</b>	<p><b><u>SETTING OUT</u></b></p> <p>The Contractor shall set out the works in accordance with the dimensions and levels shown on the drawings and shall be responsible for the correctness of all dimensions and levels so set out by him and will be required to amend all errors arising from inaccurate setting out or discrepancy in the dimensions or levels marked on the drawings, such errors or discrepancies must be reported by the Contractor to the Project Manager for his immediate attention.</p> <p>No work shall be commenced by the Contractor until he has received written instructions from the Project Manager to adjust such discrepancies which may have been proved. Upon receipt of such instructions the contractor shall thereupon be responsible for the accurate setting out of the work giving effect to the adjustments necessary to comply with such instructions, no claim for extra expense or relief may be made thereafter.</p>		
<b>C.</b>	<p><b><u>SECURITY OF WORKS</u></b></p> <p>The Contractor shall be entirely responsible for the security of the works, stores, materials, personnel, etc., both his own and Sub-contractors and shall provide all necessary watching, lighting and other precautions as necessary to ensure the security and the protection of the public.</p>		
	<p><b><u>CARRIED TO COLLECTION</u></b></p> <p style="text-align: right;"><b>KShs.</b></p>		
	<b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b>		

ITEM	DESCRIPTION	SHS	CTS
<b>A.</b>	<p><b><u>MATERIALS AND WORKMANSHIP</u></b></p> <p>All materials and workmanship used in the execution of the works shall be of the quality and description herein described unless otherwise stated.</p> <p>Samples of all materials proposed to be permanently incorporated in the works must be submitted to the Project Manager for his approval before the bulk of the materials are delivered to the site.</p> <p>The contractor shall be responsible for ordering all materials as early as necessary to ensure that such materials are on the site as and when required for the works.</p>		
<b>B.</b>	<p><b><u>STORAGE OF MATERIALS</u></b></p> <p>The Contractor shall provide at his own cost where directed on the site weather proof lock-up sheds for the safe storage and custody of materials for the works including sub-contractor's materials and for the use of workmen engaged thereon and shall remove such sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the Project Manager.</p> <p>No material shall be stored or stocked on suspended slabs without the prior approval of the Project Manager.</p> <p>Materials stored off-the-site shall not be paid for unless the Project Manager has given a written approval for the storage away from the site.</p>		
<b>C.</b>	<p><b><u>LABOUR CAMPS</u></b></p> <p>The Contractor will not be permitted to house labour on the site and the Contractor must make all necessary arrangement for transportation of labour to and from the site.</p> <p>A watchman's camp will be permitted.</p>		
<b>D.</b>	<p><b><u>LABOUR</u></b></p> <p>Unless the Project Manager otherwise agrees, the Contractor is to recruit locally all his unskilled labour and as much as possible of his skilled labour.</p>		
	<b><u>CARRIED TO COLLECTION</u></b>	<b>KShs.</b>	
	<b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b>		

ITEM	DESCRIPTION	SHS	CTS
<b>A.</b>	<p><b><u>TESTING</u></b></p> <p>The Contractor shall arrange at the request of the Project Manager for testing of materials and portions of work at his own expense. If the tests fail, the affected materials or work shall be removed and replaced at the Contractor's costs. The tests will be performed in an approved manner and by an approved testing authority.</p>		
<b>B.</b>	<p><b><u>NOTICES</u></b></p> <p>For notices to be served under the conditions of contract:-</p> <p>The Contractor shall notify the Project Manager an address where notice may be served upon him or in the event of his failing to do so.</p> <p>Notices shall be deemed served upon the Contractor if sent by Registered post to his usual place of business or left at his office on the site.</p>		
<b>C.</b>	<p><b><u>FAIR WAGES AND GOVERNMENT ACT ETC.</u></b></p> <p>The Contractor shall comply with the regulations of wages (Building and Construction Industry) order and shall be responsible for compliance by Sub-Contractor employed in the execution of the Contract. If required he shall notify the Project Manager of the names and address of all such Sub-Contractors.</p> <p>Should a claim be made to the Employer alleging the contractor's default in payment of fair wages to any workman employed on contract and if proof thereof satisfactory to the Project Manager is furnished by the Labour Department, the Project Manager may, failing payment by the Contractor, pay the claim out of any monies due or which may become due to the Contractor under this contract.</p> <p>The Contractor shall furnish the Project Manager if called upon to do so such particulars of the rates of wages, hours and conditions of labour referred to above as the Project Manager shall direct.</p> <p>The Contractor shall also be required to comply with all other Government Acts, regulations and orders in connection with employment of Labour.</p>		
	<p><b><u>CARRIED TO COLLECTION</u></b></p> <p><b>KShs.</b></p>		
	<b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b>		

ITEM	DESCRIPTION	SHS	CTS
<b>A.</b>	<p><b><u>WORKING HOURS</u></b></p> <p>The working hours shall be those generally worked by good employers in the Building and Civil Engineering Trade in Kenya. No work shall be carried at night or on gazetted holidays unless the Project Manager shall direct. No work shall be covered up or shall any correcting be carried out without prior approval of the Project Manager.</p>		
<b>B.</b>	<p><b><u>REMOVAL OF RUBBISH</u></b></p> <p>The Contractor is to remove all rubbish from the site from time to time and as instructed by the Project Manager and leave the site clean and tidy on completion. Heaped soils, materials etc. Shall on completion of works be spread and levelled properly to the satisfaction of the Project Manager.</p>		
<b>C.</b>	<p><b><u>PLANT, TOOLS AND VEHICLES</u></b></p> <p>Allow for providing all scaffolding, plant, tools and vehicles required for the proper execution of the works except for such items specifically and only required for the use of nominated sub-contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.</p>		
<b>D.</b>	<p><b><u>METHODS OF MEASUREMENT</u></b></p> <p>The works contained in these Bills of Quantities are generally measured on the basis of the current Standard Methods of Measurement of Building Works, published by the Architectural Association of Kenya, Second Edition of June 2008.</p> <p>All work in this contract that is liable to adjustment has been measured as "provisional" in these Bills of Quantities, and no excavation, foundation work so described shall be filled in or covered up until all measurements needed for the adjustments of variations have been made by the Quantity Surveyor.</p> <p>The rates set down by the Contractor against each item in these Bills of Quantities shall, unless otherwise expressly provided to the contrary, or unless there is a separate item for extra labour, cutting or waste, shall be deemed to include for waste on materials, carriage and cartage, carrying in and return of empties, hoisting, setting, fitting and fixing in position making and all other labour and everything else necessary for the proper completion of each item of cutting shall include for consequent waste.</p>		
	<p><b><u>CARRIED TO COLLECTION</u></b></p> <p style="text-align: right;"><b>KShs.</b></p>		
	<p><b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b></p>		

ITEM	DESCRIPTION	SHS	CTS
<b>A.</b>	<p><b><u>CONTRACTOR'S SUPERINTENDENCE/SITE AGENT.</u></b></p> <p>The Contractor shall constantly keep on the works a literate English speaking Agent or Representative competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions and instructions shall be deemed to have been given to the Contractor in accordance with the conditions of contract.</p>		
<b>B.</b>	<p><b><u>PROVISIONAL SUMS</u></b></p> <p>The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(1) of the standard method of measurement. Such sums are net and no addition shall be made to them for profit.</p>		
<b>C.</b>	<p><b><u>ADJUSTMENT OF PROVISIONAL SUMS.</u></b></p> <p>In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the Project Managers orders, added to the Contract Sum, such works shall be valued as described for variations check clause 13.6 of the conditions of contract, but should any part of the work be executed by a Nominated Contractor, the value of such work shall be treated as a P.C. sum and profit and attendance items added.</p>		
<b>D.</b>	<p><b><u>NOMINATED SUB-CONTRACTOR</u></b></p> <p>When any work ordered by the Project Manager is to be executed by nominated sub-contractors, the Contractors shall enter into Sub-contracts as described in the conditions of contract in Tender document A and shall thereafter be responsible for such Sub-contractors in every respect.</p> <p>Unless otherwise described the Contractor is to provide for such Sub-Contractor any or all of the facilities described in these preliminaries.</p> <p>The Contractor will be required to obtain approval of the Project Manager in writing before employing any of his own (i.e. nominated) Sub-contractor for any portion of the works.</p>		
	<p><b><u>CARRIED TO COLLECTION</u></b></p> <p style="text-align: right;"><b>KShs.</b></p>		
	<p><b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b></p>		

ITEM	DESCRIPTION	SHS	CTS
<b>A.</b>	<b><u>ATTENDANCE UPON OTHER TRADESMEN ETC</u></b>		
	The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this contract every facility for carrying out their work and also for the use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them.		
	The Contractor shall perform such carting away for and making good after the work by such tradesmen or persons as may be ordered by the Project Manager and the work will be measured and paid for to the extent executed at rates provided in these Bills of Quantities.		
	<b><u>B. ALTERATIONS TO BILLS, PRICING E.T.C.</u></b>		
	Any unauthorised alterations or qualifications made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored.		
	The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities.		
	All items of measured works shall be priced in details and Tenders containing lump sum to cover trades or groups of work must be broken down to show price of each item before they will be accepted. Lump sums to cover any items of Preliminaries shall be likewise broken down if so requires.		
	<b><u>CARRIED TO COLLECTION</u></b>	<b>KShs.</b>	
	<b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b>		

ITEM	DESCRIPTION	SHS	CTS
<b>A.</b>	<b><u>HOISTING</u></b> Throughout these Bills of Quantities generally no mention is made of heights for hoisting. All prices must include for hoisting and fixing at any level within the limits shown on the drawings or included in the general description of the works. Where a particular level is specified the Contractor shall price accordingly.		
<b>B.</b>	<b><u>MATERIALS ARISING FROM EXCAVATIONS</u></b> Materials of any kind obtained from the excavation shall be the property of the Employer. Unless the Project Manager directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works in substitution of the materials which the contractor would otherwise have had to supply with the written permission of the Project Manager Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.		
<b>C.</b>	<b><u>CLEANING UP</u></b> On completion and as necessary during the course of the works the Contractor must thoroughly clean by washing all floors, woodwork, steps, glass and sanitary fittings, clean out all gulley and drain and leave the buildings and the entire site in a clean and habitable condition to the satisfaction of the Project Manager.		
<b>D.</b>	<b><u>COUNTY BY-LAWS AND CHARGES</u></b> The Contractor shall comply with all County by-laws and pay for all charges in connection therewith. The Contractor should therefore allow in his tender for such expenses.		
<b>E.</b>	<b><u>EXISTING PROPERTY</u></b> The Contractor shall take every precaution to avoid damage to the existing property including roads, cables, drains and other services and he will be held responsible for all damages arising from the execution of this contract to the aforementioned and he shall make good any damage when directed at his own expense to the satisfaction of the Project Manager and the Local Authority.		
	<b><u>CARRIED TO COLLECTION</u></b>	<b>KShs.</b>	
	<b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b>		

ITEM	DESCRIPTION	SHS	CTS
<b>A.</b>	<p><b><u>TEMPORARY DISPOSAL OF RAINWATER</u></b></p> <p>The Contractor shall provide and maintain all necessary temporary gutters, downpipes, chutes, earth or other drains, etc. for conveying rainwater from the building and site works. Embankment and sides of excavations shall be shaped to such slopes that soil erosion does not take place.</p> <p>The Contractor shall allow for temporary drainage, pumping and piping for keeping the buildings, services and entire site free from accumulation of and flooding with water and soil.</p> <p>The Contractor shall reinstate the existing ground to the satisfaction of the Project Manager on practical completion of the works.</p>		
<b>B.</b>	<p><b><u>PRIME COST (OR P.C.) SUMS</u></b></p> <p>The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the standard Method of Measurement.</p> <p>Persons or firms nominated by the Project Manager to execute work or to provide and fix materials or goods are described herein as nominated Sub-Contractor. Persons of firms so nominated to supply goods or materials are described as Nominated suppliers.</p>		
<b>C.</b>	<p><b><u>ADJUSTMENT OF P.C. SUMS</u></b></p> <p>In the Final account all P.C. sums shall be deducted and the amount properly expended upon the Project Manager order in respect or each of them added to the contract sum.</p> <p>The Contractor shall produce to the Project Manager such quotations, invoices or bills properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor.</p> <p>Item of "Attendance" following P.C. sums shall be adjusted pro rata to the amount paid in the Final Account.</p> <p>Should the Contractor be permitted to tender and his tender be accepted for any work for which a P.C. sum is included in these Bills of Quantities, profit will be allowed at the same rate as it would be if works were executed by a Nominated Sub-contractor.</p>		
	<p><b><u>CARRIED TO COLLECTION</u></b></p> <p style="text-align: right;"><b>KShs.</b></p>		
	<b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b>		



ITEM	DESCRIPTION	SHS	CTS
<b>A.</b>	<b><u>INSPECTION BY STATUTORY BODIES/AUTHORITIES</u></b>  The contractor shall allow for periodic inspections by Authorities/County building inspectors during currency of the contract		
<b>B.</b>	<b><u>NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY (NEMA)</u></b>  The Contractor shall also be required to comply with all the requirement of National Environment Management Authority of Kenya (NEMA) and all other Government Acts, regulations and orders in connection with Environment as stipulated in the Environmental Management and Co-ordination Act.		
<b>C.</b>	<b><u>NATIONAL CONSTRUCTION AUTHORITY (NCA)</u></b>  The Contractor attention is drawn to the provisions of the National Construction Authority Act (N.C.A) and all other Government Acts, regulations and orders in connection with Construction on Building inspection, Registration of Construction workers safety in the construction site The contractor shall be required to ensure that they adhere to the provisions of this Act fully at all times of the contract		
	<b><u>CARRIED TO COLLECTION</u></b>	<b>KShs.</b>	
	<b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b>		

ITEM	DESCRIPTION	SHS	CTS
<b>A.</b>	<b><u>HOARDING</u></b>		
	<p>The Contractor shall allow for providing and maintaining hoarding and access gates comprising of 30 gauge gci sheets, 2.50 meters high or screening the building as may be necessary for the protection of the works, area residents and the public all to the approval of the Project Manager and County Government requirements. (Approximately 100 metres long)</p> <p>The Hoarding shall be erected at various locations on the site and later removed and disturbed surfaces made good to the satisfaction of the Project Manager on the completion of the contract works.</p> <p>The Hoarding and gates shall be painted as directed by the Project Manager and advertisements shall not be displayed except with prior written permission of the Project Manager.</p> <p>The Contractor shall be responsible for paying any charges, fees or taxes demanded by the County Government in respect of the Hoarding installation during the contract period.</p>		
	<b><u>CARRIED TO COLLECTION</u></b>	<b>KShs.</b>	
	<b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b>		

ITEM	DESCRIPTION	SHS	CTS
A.	<b><u>ADDITIONAL ITEMS</u></b>		
	<b><u>NOTES:-</u></b>  Items in Bill No.1 of these Bills of Quantities should be examined carefully and will require to be executed wholly by the Contractor. If an item requires pricing or involves expenses to the Contractor, such item should be priced under additional items here or in the rates for Building works. No claim or reimbursement for expenses shall be made for want of knowledge or any deficiency in this respect.  Should the Contractor not execute an item required by the Project Manager, the Employer shall execute the same item directly and the amount so incurred shall be deducted from any sum of money due or to become due to the Contractor. Should the Tenderer consider that these General and particular preliminaries do not include for all items together with descriptions, quantities, unit, rates and amounts. Such figures are to be totalled and included in the collection pages for these preliminaries and taken forward to the Main summary page. The Tenderer may insert additional pages should he so require. If no separate charge is made here under, the tender price shall be deemed to cover all expenses and obligations under the conditions of contract, specification and drawings.  DESCRIPTION:  1. .... ..... 2..... .....		
	<b><u>CARRIED TO COLLECTION</u></b>	KShs.	
	<b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b>		

ITEM	DESCRIPTION	SHS	CTS
	<p align="center"><b><u>BILL NO. 01</u></b></p> <p align="center"><b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b></p> <p align="center"><b><u>COLLECTION</u></b></p> <p>Brought forward from..... 6/01</p> <p>Brought forward from..... 6/02</p> <p>Brought forward from..... 6/03</p> <p>Brought forward from..... 6/04</p> <p>Brought forward from..... 6/05</p> <p>Brought forward from..... 6/06</p> <p>Brought forward from..... 6/07</p> <p>Brought forward from..... 6/08</p> <p>Brought forward from..... 6/09</p> <p>Brought forward from..... 6/10</p> <p>Brought forward from..... 6/11</p> <p>Brought forward from..... 6/12</p> <p>Brought forward from..... 6/13</p> <p>Brought forward from..... 6/14</p> <p>Brought forward from..... 6/15</p> <p>Brought forward from..... 6/16</p> <p>Brought forward from..... 6/17</p> <p>Brought forward from..... 6/18</p> <p><b><u>CARRIED TO SUMMARY</u></b> <b>KShs.</b></p> <p><b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b></p>		

ITEM	DESCRIPTION	SHS	CTS
	<b><u>PRELIMINARIES COLLECTION CONTD.....</u></b>		
	Brought forward from..... 6/19		
	Brought forward from..... 6/20		
	Brought forward from..... 6/21		
	Brought forward from..... 6/22		
	<b><u>CARRIED TO SUMMARY</u></b>	<b>KShs.</b>	
	<b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b>		
	<b><u>SUMMARY</u></b>		
	Brought forward from..... 6/23		
	Brought down from above.....		
	<b><u>TOTAL AMOUNT FOR GENERAL AND PARTICULAR PRELIMINARIES</u></b>		
	<b><u>CARRIED TO GRAND SUMMARY</u></b>	<b>KShs.</b>	
	<b><u>GENERAL AND PARTICULAR PRELIMINARIES</u></b>		

**SECTION SEVEN**  
**REPAIR & REHABILITATION**  
**TO NHC HOUSE**

ITEM	DESCRIPTION	UNIT	QTY	RATE	SHS	CTS
	<b><u>BILL NO.2-BUILDING WORKS</u></b>  <b><u>ELEMENT 1: DEMOLITIONS AND ALTERATIONS</u></b>  <b><u>PREPARATORY WORKS PREAMBLE</u></b>  <b><u>NOTE:</u></b> The rates inserted should include for:-  <i>(i) The contractor shall provide the method of carrying out demolition works to the Structural Engineer for approval.</i>  <i>(ii) The Contractor shall exercise necessary safety measures so as not to cause any damage to the existing structure and adjoining property.</i>  <i>(iii) The Contractor shall note that all salvage materials shall be the property of the Client. The Contractor shall therefore carefully remove all components and set them aside for the Client to collect and store for reuse elsewhere. The contractor shall be responsible for carting away debris but upon Approval by Client representative.</i>  <i>(iv) The Contractor is advised to read carefully the section on demolitions in the Standard Method of Measurement of Building and Associated Civil Works for Eastern Africa Second Edition, Published by the Architectural Association of Kenya , Quantity Surveyors Chapter, June 2008 Edition.</i>					
	<b><u>CARRIED TO COLLECTION</u></b>			Kshs.		
	<b><u>DEMOLITION &amp; ALTERATIONS</u></b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	SHS	CTS
	<b><u>EXTERNAL</u></b>					
A	Carefully hackout existing screed and waterproofing bituminous felt membrane and cart away (Approximately for 522SM) (Mezanine and 11th floor)	ITEM				
B	Carefully remove broken existing rumble strips on ramp on rear entrance and cart away (Approximately for 13 SM)	ITEM				
C	Carefully remove existing kerb at ramp near entrance (Approximately for 4LM)	ITEM				
	<b><u>INTERNAL</u></b>					
	<b><u>CAREFUL DEMOLITION AND REMOVAL OF DOORS</u></b>					
D	Carefully take out 760 x 2020mm fire exit doors comprising of all frames and door leaves including lugs and anchor points and store away about 30km away from site (Approximately 11NO)	ITEM				
E	Carefully remove faulty door locks and ironmongery and handover to the client Door to Water Closet (Approximately 22NO)	ITEM				
F	Carefully remove faulty barrel bolts and handover to the client to WC Doors (Approximately 44NO)	ITEM				
G	Carefully take out broken service duct MDF doors size 460mm x 1950mm comprising frosted glazing size 260mm x 720mm, handles and locks (Approximately 15NO)	ITEM				
H	Carefully remove faulty door locks and handles to service ducts and handover to the client (Approximately 69NO)	ITEM				
J	Carefully remove faulty malpha hinges on MDF doors to service ducts (Approximately 18NO)	ITEM				
	<b><u>FLOOR FINISH</u></b>					
K	Carefully scrap existing PVC tiles, prepare the surface to receive new screed, make good and cart away resulting debris from site. (Approximately 290SM) (Mezanine, 1st and 2nd floor)	ITEM				
L	Carefully hack broken protruding part of staircase tread (Approximately 42LM)	ITEM				
	<b><u>CARRIED TO COLLECTION</u></b>			<b>Kshs.</b>		
	<b><u>DEMOLITION &amp; ALTERATIONS</u></b>					



ITEM	DESCRIPTION	UNIT	QTY	RATE	SHS	CTS
	<b><u>CEILING FINISH</u></b>					
A	Rub down existing paint on plastered horizontal ceiling soffites (Approximately 342SM) (Main and Rural registry, 1st, 2nd,11th floor, soffites to staircase and lobby)	ITEM				
B	Rub- down existing paint on timber ceiling surface (Approximately 337SM)	ITEM				
	<b><u>BEAM FINISH</u></b>					
C	Rub-down existing paint on beam surfaces (Approximately 1SM)	ITEM				
	<b><u>WALL FINISH</u></b>					
D	Rub-down existing paint on wall surfaces (Approximately 9SM)	ITEM				
E	Carefully remove wallpaper on wall surfaces ( Approximately 116SM)	ITEM				
	<b><u>STAIRCASE FINISH</u></b>					
F	Rub-down existing paint on metals grills (Approximately 83SM)	ITEM				
	<b><u>CARRIED TO COLLECTION</u></b>			Kshs.		
	<b><u>DEMOLITION &amp; ALTERATIONS</u></b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	SHS	CTS
	<b>SANITARY FITTINGS</b>					
	<u>Carefully disconnect temporarily and restore water supply upon removal of fittings and plug water or foul points. Remove for possible client re-use elsewhere, store away about 30km from site as directed by Project Manager the following sanitary fitting, including end capping of pipes;</u>					
A	Carefully make hole through 200mm thick wall for pipes 100 and 200mm diameter load and cart away debris and make good defects and disturbed surfaces (Approximately 10LM)	ITEM				
B	Carefully demolish existing water closet fill with demolished material and concrete and set to receive new WC (Approximately 3NO)	ITEM				
	<b>CARRIED TO COLLECTION BELOW</b>					
	<b>COLLECTION</b>					
	Brought forward from Page 7/02					
	Brought forward from Page 7/03					
	Brought down from above					
	<b>TOTAL FOR ELEMENT NO.1 DEMOLITIONS CARRIED TO SUMMARY</b>			Kshs.		
	<b>DEMOLITION &amp; ALTERATIONS</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	SHS	CTS
	<b>ELEMENT NO.2</b>					
	<b><u>DOORS</u></b>					
	<b><u>FIRE EXIT DOORS</u></b>					
A	Install 2hr fire-rated emergency door size 900mm x 2100mm primed and painted complete with fire rated steel frame and fitted with vision panel including union ball bearing hinges stainless steel, exisafe panic latch, exisafe outside access device, rack & pin A.Closer with arm EN2/3/4 and signage	NO	11			
	<b><u>WASHROOM DOORS</u></b>					
	<b><u>Ironmongery:-</u></b>					
	<b><u>Supply and fix the following ironmongery with matching screws and all necessary furnitures:-</u></b>					
B	2-Lever, 'UNION' mortice lock complete with aluminium handles as made in England	NO	22			
C	100mm aluminium barrel bolts	NO	44			
	<b><u>Painting and Decoration</u></b>					
	<b><u>Prepare, touch up primer and apply one undercoat and two finishing coats of first grade super gloss paint on woodwork:-</u></b>					
D	General surfaces (B.S.M)	SM	375			
	<b><u>TOTAL FOR ELEMENT NO.2 -DOORS CARRIED TO SUMMARY</u></b>			Kshs.		
	<b><u>DOORS</u></b>					

[illegible]

**7/07**

**7/08**

ITEM	DESCRIPTION	UNIT	QTY	RATE	SHS	CTS
	<b><u>ELEMENT NO.6</u></b>					
	<b><u>INTERNAL PLUMBING AND DRAINAGE</u></b>					
	NOTE: The rates inserted should included for:-					
	(1) Fixing complete with all necessary cutting and jointing along the running lengths, waste, shorts and supports.					
	(2) Forming chases, mortices holes in walls and concrete structure including making good surfaces					
	<b><u>Supply and install uPVC soil system to BS 4660 and BS 4515 and MuPVC waste systems to BS 5255 with screwed and socket joints to BS21. Solvent welded joints fixed as manufacturer's written instructions.</u></b>					
A	32mm Diameter pipe UPVC grey in wall chase or floor slab	LM	5			
B	40mm Ditto	LM	3			
C	100mm Ditto	LM	2			
	<b><u>Extra over pipe for:-</u></b>					
D	32mm Diameter bend	NO	3			
E	40 Ditto	NO	1			
F	100mm Ditto	NO	1			
G	100mm diameter inspection tee complete with access tap	NO	1			
H	100mm diameter WC connector	NO	1			
	<b><u>CARRIED TO COLLECTION</u></b>			Kshs.		
	<b><u>INTERNAL PLUMBING AND DRAINAGE</u></b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	SHS	CTS
	<b><u>Mass Concrete 1:3:6</u></b>					
A	Concrete to make level to slab and fill demolished toilet	CM	1			
B	Fabric Mesh Reinforcement-22gauge Chicken mesh	SM	1			
	<b><u>SANITARY FITTINGS</u></b>					
	<b><u>Water Closet</u></b>					
C	White vitreous china dual flush,close coupled Water Closet suite comprising of closet "P" trap 9 litres cistern with valveless fitting and plastic syphon plastic flush bend, heavy duty plastic seat and cover; pan plugged and screwed to concrete floor and bedded in mastic and cistern fixed to walls To be as "Lecico" or equal and approved.	NO	3			
	<b><u>Water closet accessories</u></b>					
D	Flexible connectors, 15mm diameter, 300mm long heavy duty complete with chrome plated angle valve, union jointing to tubing and the cistern inlets for water closets above	NO	3			
E	100mm diameter Water Closet connector in heavy duty PVC and rubber ring	NO	3			
	<b><u>CARRIED TO COLLECTION</u></b>			Kshs.		
	<b><u>INTERNAL PLUMBING AND DRAINAGE</u></b>					



ITEM	DESCRIPTION	UNIT	QTY	RATE	SHS	CTS
	<b><u>Testing</u></b>					
A	Allow for testing the whole of internal drainage works while in progress and on completion to the satisfaction of the Engineer and Local Authority		ITEM			
	<b><u>Cable tray</u></b>					
B	Galvanised Cable trays for Metallic Trunking 100 x 25	LM	83			
	<b><u>CARRIED TO COLLECTION</u></b>			Kshs.		
	<b><u>CARRIED TO COLLECTION BELOW COLLECTION</u></b>					
	Brought forward from Page 7/09					
	Brought forward from Page 7/10					
	Brought down from above					
	<b><u>TOTAL FOR ELEMENT NO.6 -INTERNAL PLUMBING AND DRAINAGE CARRIED TO SUMMARY</u></b>			Kshs.		
	<b><u>INTERNAL PLUMBING AND DRAINAGE</u></b>					

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ITEM	DESCRIPTION	UNIT	QTY	RATE	SHS	CTS
	<b>ELEMENT NO.2</b>					
	<b><u>FINISHES</u></b>					
	<b><u>CEILING FINISH</u></b>					
	<b><u>Prepare and apply two coats First Grade Plastic Emulsion Paint on:-</u></b>					
A	Existing ceiling surfaces (Main & Rural Registry)	SM	76			
B	Passage (Main & Rural Registry)	SM	27			
	<b><u>INTERNAL WALL SURFACE</u></b>					
C	Thoroughly clean using high pressure jet compressors and wirebrush internal wall surfaces to Architect's approval. (Main & Rural registry)	SM	48			
	<b><u>FLOOR FINISHES</u></b>					
	<b><u>Cement sand (1:3) screed as described in:-</u></b>					
D	32mm thick cement and sand (1:3) screed finished rough with a wood float to receive ceramic floor tiles ( measured separately)	SM	109			
	<b><u>300x300x8mm thick non-slip coloured ceramic tiles laid and pointed in matching mortar to:-</u></b>					
E	Floors (Match existing colour scheme for NHC floors)	SM	27			
	<b><u>600x600x8mm thick non-slip coloured ceramic tiles laid and pointed in matching mortar to:-</u></b>					
F	Floors (Match existing colour scheme for NHC floors)	SM	82			
	<b><u>Skirting</u></b>					
G	20x100mm high wrot polished hardwood skirting	LM	38			
	<b><u>TOTAL FOR ELEMENT NO.2 - FINISHES CARRIED TO SUMMARY</u></b>			Kshs.		
	<b><u>MEZZANINE FINISHES</u></b>					

**7/15**

ITEM	DESCRIPTION	UNIT	QTY	RATE	SHS	CTS
A	<b><u>1ST AND 2ND FLOOR</u></b>	NO	4			
	<b><u>ELEMENT NO.1</u></b>					
	<b><u>DOORS</u></b>					
	<b><u>PURPOSE-MADE POWDER COATED ALUMINIUM</u></b>					
A	<b>Approved Quality Standard Double leaf hinged</b> powder-coated <b>branded</b> aluminium framed door overall size 1500 x 2080 x 50mm with 2No. Leaves size 600 x 2080mm and 800 x 2080mm; comprising of 60 x 20 x 2mm vertical and 1200mm horizontal interval centre to centre rectangular hollow section complete with all moulded channel and fixed angles and all necessary 15 x 25 x 2mm bidding and rubbering complete with glass panels (measured separately), 700mm high lower portion with 19mm <b>MDF board panels laminated both sides and</b> Complete with five cylinder aluminum lock and all necessary ironmongery.	NO	4			
B	4mm thick approved pattern clear sheet glass and glazing with approved quality rubber (m.s.) in panes 0.10 to 0.50 square metres.	SM	4			
C	<b><u>Painting and Decoration</u></b>	SM	130			
	<b><u>Prepare, touch up primer and apply one undercoat and</u></b> <b><u>two finishing coats of first grade super gloss paint on</u></b> <b><u>woodwork:-</u></b>					
	General surfaces (B.S.M) to office doors					
	<b><u>TOTAL FOR ELEMENT NO.1 - DOORS CARRIED</u></b> <b><u>TO SUMMARY</u></b>			<b>Kshs.</b>		
	<b><u>DOORS</u></b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	SHS	CTS
	<b><u>ELEMENT NO.2</u></b>					
	<b><u>FINISHES</u></b>					
	<b><u>CEILING FINISH</u></b>					
	<b><u>Prepare and apply two coats First Grade Plastic Emulsion Paint on:-</u></b>					
A	Existing ceiling surfaces	SM	181			
	<b><u>INTERNAL WALL SURFACE</u></b>					
	<b><u>Prepare and apply two coats First Grade Plastic Emulsion Paint on:-</u></b>					
B	Existing wall surface	SM	116			
	<b><u>FLOOR FINISHES</u></b>					
	<b><u>Cement sand (1:3) screed as described in:-</u></b>					
C	32mm thick cement and sand (1:3) screed finished rough with a wood float to receive ceramic floor tiles ( measured separately)	SM	181			
	<b><u>300x300x8mm thick non-slip coloured ceramic tiles laid and pointed in matching mortar to:-</u></b>					
D	Floors (Match existing colour scheme for NHC floors)	SM	45			
	<b><u>600x600x8mm thick non-slip coloured ceramic tiles laid and pointed in matching mortar to:-</u></b>					
E	Floors (Match existing colour scheme for NHC floors)	SM	136			
	<b><u>Skirting</u></b>					
F	20x100mm high wrot polished hardwood skirting	LM	163			
	<b><u>TOTAL FOR ELEMENT NO.2 - FINISHES CARRIED TO SUMMARY</u></b>					
	<b><u>FINISHES</u></b>					
				Kshs.		

ITEM	DESCRIPTION			
	<b><u>BILL NO.2</u></b>			
	<b><u>1ST AND 2ND FLOOR</u></b>			
	<b><u>SUMMARY</u></b>			
	<b><u>No.</u></b>	<b><u>ELEMENT DESCRIPTION</u></b>	<b><u>FROM PAGE</u></b>	
	1	DOORS	7/16	
	2	FINISHES	7/17	
	<b><u>TOTAL AMOUNT FOR 1ST AND 2ND FLOOR</u></b>			
	<b><u>CARRIED TO MAIN SUMMARY</u></b>		<b>Kshs.</b>	
	<b>BUILDING WORKS</b>			



ITEM	DESCRIPTION	UNIT	QTY	RATE	SHS	CTS
	<b>10TH &amp; 11TH FLOOR</b>					
	<b>ELEMENT NO.1</b>					
	<b>ROOFING</b>					
A	35mm thick cement sand vermiculite (1:6) lightweight waterproofed screed with admixtures finished to falls and cross falls	SM	125			
B	Prepare and apply 2coats of cementious polymer coating/ as Duracoat Aquatech Polyflex or any other equal, equivalent and approved material applied by specialized supplier.A printed Certificate of Guarantee for a period of 10 years to be provided before payment for the water proofing works.	SM	125			
	<b>The following flat roof finishes fixed with approved adhesive</b>					
C	20mm thick interlocking concrete tiles of size 225 x 225x20mm thick laid and jointed with waterproofing bituminous compound on 35mm thick screed (m.s)	SM	125			
D	35mm thick cement sand vermiculite (1:6) lightweight waterproofed screed with admixtures finished to falls and cross falls.	SM	125			
	<b>The following in 24No.Hot dipped galvanised steel Built-up trusses including hoisting and fixing galvanised members with rawl bolt in position approximately 40 M above the ground level.</b>					
E	60 x 40 x 3mm RHS external members	LM	112			
F	50 x 50 3mm SHS internal members	LM	26			
	<b>Roof Coverings</b>					
	<b>Gauge 24 Industrial Trough (IT5) Dumu Zas coloured corrugated iron roofing sheets as manufactured by M/s MRM nailed to purlins (measured separately). Or other equal and approved) fixed using 'J' bolts with rubber caps to steel z-purlins:-</b>					
G	Roof covering	SM	25			
H	Ditto to eaves	SM	21			
	<b>Sundry Items</b>					
J	Gauge 26 coloured sheet metal flashing 475mm girth twice bent built into and including groove in walling, including application of sealant at edges.	LM	26			
K	Cut notch through 200mm thick walls and firmly build in purlins.	NO	26			
	<b>TOTAL FOR ELEMENT NO.1 - ROOFING 10TH &amp; 11TH CARRIED TO SUMMARY</b>					
	<b>ROOFING 10TH &amp; 11TH FLOOR</b>					
				Kshs.		

ITEM	DESCRIPTION	UNIT	QTY	RATE	SHS	CTS
	<b><u>ELEMENT NO.2</u></b>					
	<b><u>FINISHES</u></b>					
	<b><u>CEILING FINISH</u></b>					
	<b><u>Prepare and apply two coats First Grade Plastic Emulsion Paint on:-</u></b>					
A	Existing ceiling surfaces	SM	49			
	<b><u>ACCOUSTIC FINISH</u></b>					
	<b><u>Supply and fix including all necessary materials for assemblage Pyrotherm Accoustic Finish as manufactured by Pyrok Finishes E.A Limited or equal and approved manufacturer including and machine sprayed in accordance with manufacturer's printed instructions on:-</u></b>					
B	600 x 600 x 20mm thick Pyrotherm Accoustic Panel in 600 x 600mm aluminium banding framing not exceeding above floor	SM	20			
	<b><u>BEAM FINISH</u></b>					
	<b><u>Prepare and apply two coats First Grade Plastic Emulsion Paint on:-</u></b>					
C	Existing beam (11th floor)	SM	10			
	<b><u>INTERNAL WALL SURFACE</u></b>					
	<b><u>Prepare and apply two coats First Grade Plastic Emulsion Paint on:-</u></b>					
D	Existing wall surface	SM	9			
	<b><u>TOTAL FOR ELEMENT NO.1 - FINISHES 10TH &amp; 11TH CARRIED TO SUMMARY</u></b>					
	<b><u>FINISHES 10TH &amp; 11TH FLOOR</u></b>					
				Kshs.		

ITEM	DESCRIPTION		SHS	CTS	
	<u>BILL NO.2</u>				
	<u>10TH AND 11TH FLOOR</u>				
	<u>SUMMARY</u>				
	<u>No.</u>	<u>ELEMENT DESCRIPTION</u>			<u>FROM PAGE</u>
	1	ROOF			7/19
	2	FINISHES			7/20
<u>TOTAL AMOUNT FOR 10TH AND 11TH FLOOR</u>		Kshs.			
<u>CARRIED TO MAIN SUMMARY</u>					
<b>BUILDING WORKS</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	SHS	CTS
	<b><u>STAIRCASE AND LIFT LOBBY</u></b>					
	<b><u>ELEMENT NO.1</u></b>					
	<b><u>FINISHES</u></b>					
	<b><u>CEILING FINISH</u></b>					
	<b><u>Prepare and apply two coats First Grade Plastic Emulsion Paint on:-</u></b>					
A	Existing ceiling surfaces ( soffites to staircase and lobby)	SM	198			
	<b><u>INTERNAL WALL SURFACE</u></b>					
B	Thoroughly clean wall surfaces to staircase with water	SM	423			
	<b><u>Staircase finish</u></b>					
C	Provide and lay 40mm thick terrazzo on staircase laid on screed m/s including polishing to smooth complete with grinding, polishing and sealing and with an approved hardener to architect's specification and approval	LM	42			
	<b><u>Painting and Decoration</u></b>					
	<b><u>Touch up primer, prepare and apply two undercoats and one finishing coat gloss paint to:-</u></b>					
D	Metal surfaces	SM	83			
	<b><u>Prepare and apply one undercoat and two finishing coats First Grade clear Polyurethane Varnish on woodwork</u></b>					
E	Surfaces 200-300mm girth	LM	83			
	<b><u>TOTAL FOR ELEMENT NO.1 - FINISHES TO STAIRCASE AND LIFT LOBBY CARRIED TO MAIN SUMMARY</u></b>					
	<b><u>FINISHES</u></b>					
				Kshs.		

ITEM	DESCRIPTION	SHS	CTS
<b><u>BILL NO.2</u></b>			
<b><u>REPAIRS AND REHABILITATION WORKS TO NHC HOUSE</u></b>			
<b><u>MAIN SUMMARY</u></b>			
<b><u>No.</u></b>	<b><u>ELEMENT DESCRIPTION</u></b>	<b><u>FROM PAGE</u></b>	
1	DEMOLITIONS	7/12	
2	MEZZANINE	7/15	
3	1ST & 2ND FLOOR	7/18	
4	10TH & 11TH FLOOR	7/21	
5	STAIRCASE AND LIFT LOBBY	7/22	
<b><u>TOTAL AMOUNT FOR BILL NO.2 BUILDING WORKS</u></b>			
<b><u>CARRIED TO GRAND SUMMARY</u></b>		<b>Kshs.</b>	
<b>BUILDING WORKS</b>			

**SECTION EIGHT**  
**EXTERNAL WORKS**  
**BILL No. 3**

ITEM	DESCRIPTION	UNIT	QTY	RATE	SHS	CTS
	<b><u>BILL NO.3</u></b>					
	<b><u>EXTERNAL WORKS</u></b>					
	<b><u>ELEMENT NO.1</u></b>					
	<b><u>ROAD WORKS</u></b>					
	<b><u>Replacing worn out rumble strips on ramp</u></b>					
A	Supply and fix rumble strips on ramp on rear entrance	SM	25			
	<b><u>Kerbs</u></b>					
B	Combined precast concrete (Grade 20) straight kerb type "A" to BS 340 size 250 x 125mm and channel size 100 x 125mm finished fair on all exposed surfaces with kerb having one rounded and chambered edge, bedded, jointed and pointed in cement and sand mortar (1:3) laid on and including 580 x 100mm plain concrete Grade "C" (mix 1:3:6 - 40mm) foundation haunched up on both sides including all necessary excavations and formwork	LM	20			
	<b><u>TOTAL AMOUNT FOR BILL NO.3 EXTERNAL WORKS CARRIED TO GRAND SUMMARY</u></b>					
	<b><u>EXTERNAL WORKS</u></b>					

**SECTION NINE**  
**PRIME COST (P.C) SUMS**  
**&**  
**PROVISIONAL SUMS**  
**BILL No. 4**



ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS	CTS
	<p align="center"><b><u>BILL NO. 4</u></b></p> <p align="center"><b><u>PRIME COST AND PROVISIONAL SUMS</u></b></p> <p><b><u>PRIME COST SUMS</u></b></p> <p><b><u>DIRECTORY</u></b></p> <p>A Allow a Provisional sum of Kenya Shillings One Million <b>(Kshs. 1,000,000.00)</b> Only for NHC HOUSE Directory on Ground Floor</p> <p><b><u>LIT SIGNAGE</u></b></p> <p>B Include the sum of Kenya Shillings Five Million <b>(Kshs. 5,000,000.00)</b> Only for signage at the roof level, Aga Khan walk side ,Coop Bank side and at the rear entrance</p> <p>C Allow for Profit</p> <p>D Allow for Attendance</p> <p><b><u>EXTRACT FANS FOR 11TH FLOOR</u></b></p> <p>E <b><u>CLOAKROOMS</u></b></p> <p>F Extractors Fans 3No</p> <p>G Allow for Profit</p> <p>H Allow for Attendance</p> <p>J Allow for careful relocation of furnitures comprising of tables, chairs, filing cabinets, shelves, computer desks box files and and the like as directed to the satisfaction of the Project Manager including taking up/placing approximately 40meters from NHC Mezzanine to NHC 11th Floor and back after completion of works ( Approximately 100 furniture units)</p> <p><b><u>CONTIGENCIES</u></b></p> <p>K Allow a Provisional sum of Kenya Shillings One Million <b>(Kshs. 1,000,000.00)</b> Only for Contingencies.</p> <p><b><u>TOTAL FOR PRIME COST AND PROVISIONAL SUMS</u></b></p> <p><b><u>CARRIED TO MAIN SUMMARY</u></b></p> <p><b><u>PRIME COST AND PROVISIONAL SUMS</u></b></p>					
			SUM		1,000,000	
			SUM		5,000,000	
			.....			
			ITEM			
			SUM		100,000	
			.....			
			ITEM			
			ITEM			
			SUM		1,000,000	
				KShs.		

**SECTION TEN**  
**SCHEDULE OF RATES**  
**BILL No. 5**

**SR/01**

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS	CTS
	<b><u>GLAZING</u></b>					
	<b><u>6mm Thick frosted glass sheet ( of approved Quality and pattern) and glazing to aluminium including setting edges of glass in washleather in panes size:-</u></b>					
A	0.10 - 0.50 square metres	SM	2			
B	0.50 - 1.00 square metres	SM	2			
	<b><u>8mm Thick frosted glass sheet ( of approved Quality and pattern) and glazing to aluminium including setting edges of glass in washleather in panes size:-</u></b>					
C	0.10 - 0.50 square metres	SM	2			
	<b><u>6mm Thick toughened tinted glass sheet ( of Approved Quality and pattern) and glazing to aluminium including setting edges of glass in washleather /approved quality rubber in panes size:-</u></b>					
D	0.10 - 0.50 square metres	SM	2			
E	0.50 - 1.00 square metres	SM	2			
	<b><u>8mm Thick one way tinted and toughened tinted glass sheet (of Approved Quality and pattern) and glazing to aluminium including setting edges of glass in washleather /approved quality rubber in panes size:-</u></b>					
F	0.10 - 0.50 square metres	SM	2			
F	0.50 - 1.00 square metres	SM	2			
	<b><u>CARRIED TO SUMMARY</u></b>			KShs.		
	<b><u>SCHEDULE RATES</u></b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS	CTS
	<b><u>ALUMINIUM FRAMING AND MDF WALLING</u></b>					
	<b><u>Supply, assemble and fix anodized aluminium aluminium framed partitions as described to the following:-</u></b>					
A	Aluminium framed partitions 2550mm high comprising 60 x 20 x 2mm vertical and 1200mm horizontal interval centre to centre rectangular hollow section complete with all moulded channel and fixed angles and all necessary 15 x 25 x 2mm bidding and rubbering complete with glass panels (measured separately), 1200mm high lower portion with 25mm <b>MDF board panels laminated both sides with</b> 400 by 450mm high anodized aluminium framed louvre blades (measured separately) spaced vertically at 150mm centre to centre to centre	SM	2			
	<b>ANODIZED ALUMINIUM LOUVRES</b>					
	<b><u>Supply and fix anodized louvres and spray paint</u></b>					
B	60 x 20mm Window frame	LM	2			
C	19x12mm Stopper	LM	2			
D	Aluminum louvre jamb with matching screws	PRS	2			
E	Pair of 3No. Blades carrier with 150mm clip louvre fitting	NO	2			
F	Blades 150mm X3mm thick aluminium louvre blade 400mm long with ground and rounded edges, edges and ends set in metal clips.	SM	2			
G	Ditto but salvaged materials	SM	2			
H	Fabricate Gypsum dry-walling plaster board partitions in 100 x 50mm timber framing covered both sides with 12.5mm thick gypsum boards, and including 40mm thick mineral wool insulation infill and transomes and millions all to match Architect's drawings.	SM	2			
	<b><u>CARRIED TO SUMMARY</u></b>			KShs.		
	<b><u>SCHEDULE RATES</u></b>					

**SR/04**

# **SECTION ELEVEN**

# **GRAND SUMMARY**

ITEM	DESCRIPTION	SHS	CTS
<b><u>PROPOSED REPAIR AND REHABILITATION WORKS</u></b> <b><u>AT</u></b> <b><u>NHC HOUSE - NAIROBI</u></b>  <b><u>GRAND SUMMARY</u></b>			
	<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>	
1	BILL No. 1 - PRELIMINARIES	6/24	
2	BILL No. 2 - REPAIR & BUILDING WORKS TO NHC HOUSE	7/23	
3	BILL No. 3 - EXTERNAL WORKS	7/24	
4	BILL No. 4 - P.C. AND PROVISIONAL SUMS	PS/01	
5	BILL No. 5 - SCHEDULE OF RATES	SR/04	
<b><u>TOTAL AMOUNT CARRIED TO FORM OF TENDER</u></b>		<b>Kshs.</b>	
CONTRACTOR'S NAME.....			
ADDRESS.....			
.....			
SIGNATURE.....			
DATE.....			
NAME OF WITNESS.....			
SIGNATURE.....			
ADDRESS.....			
OCCUPATION.....			
DATE.....			
<b><u>GRAND SUMMARY</u></b>			



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## **PART III - CONDITIONS OF CONTRACT AND CONTRACT FORMS**

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# **GENERAL CONDITIONS OF** **CONTRACT (GCC)**

## SECTION VIII - GENERAL CONDITIONS OF CONTRACT (GCC)

### PROCURING ENTITY:

NATIONAL HOUSING CORPORATION

P.O. BOX 30257 – 00100

NAIROBI.

### CONTRACT NAME AND DESCRIPTION:

PROPOSED REPAIRS AND REHABILITATION WORKS TO NATIONAL HOUSING CORPORATION (NHC) BUILDING AT AGHA KHAN WALK – NAIROBI COUNTY.

## General Conditions of Contract

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### 1. GENERAL PROVISIONS

#### 1.1 Definitions

In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated below. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

**“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.

**“Base Date”** means a date 30 day prior to the submission of tenders.

**“Bill of Quantities”** means the priced and completed Bill of Quantities forming part of the tender.

**“Completion Date”** means the date of completion of the Works as certified by the Engineer.

**“Contract Price”** means the price defined in the contract and there after as adjusted in accordance with the provisions of the Contract.

**“Contract”** means the agreement entered into between the Procuring Entity and the Contractor as recorded in the Agreement Form and signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein to execute, complete, and maintain the Works.

**“Contractor's Documents”** means the calculations, computer programs and other software, progress reports, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.

**“Contractor's Equipment”** means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Procuring Entity's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

**“Contractor's Personnel”** means the Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labor and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.

**“Contractor's Representative”** means the person named by the Contractor in the Contractor appointed from time to time by the Contractor who acts on behalf of the Contractor.

**“Contractor”** means the person(s) named as contractor in the Form of Tender accepted by the Procuring Entity.

**“Cost”** means expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

**“Day”** means a calendar day and **“year”** means 365 days.

**“Dayworks”** means Work inputs subject to payment on a time basis for labour and the associated materials and plant.

**“Defect”** means any part of the Works not completed in accordance with the Contract.

**“Defects Liability Certificate”** means the certificate issued by Architect upon correction of defects by the Contractor.

**“Defects Liability Period”** means the period named in the Special Conditions of Contract and calculated from the Completion Date, within which the contractor is liable for any defects that may develop in the handed over works.

**“Defects Notification Period”** means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over the days stated in the Special Conditions of Contract.

**“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.

**“Final Payment Certificate”** means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].

**“Final Statement”** means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate].

**“Force Majeure”** is defined in Clause 19 [Force Majeure].

**“Foreign Currency”** means a currency of another country (not Kenya) in which part (or all) of the Contract Price is payable, but not the Local Currency.

**“Goods”** means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

**“Interim Payment Certificate”** means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.

**“Laws”** means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.

**“Letter of Acceptance”** means the letter of formal acceptance of a tender, signed by Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.

**“Local Currency”** means the currency of Kenya.

**“Materials”** means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.

**“Notice of Dissatisfaction”** means the notice given by either Party to the other under Sub-Clause 20.3 indicating its dissatisfaction and intention to commence arbitration.

**“Special Conditions of Contract”** means the pages completed by the Procuring Entity entitled Special Conditions of Contract which constitute Part A of the Special Conditions.

**“Party”** means the Procuring Entity or the Contractor, as the context requires.

**“Payment Certificate”** means a payment certificate issued under Clause 14 [Contract Price and Payment].

**“Performance Certificate”** means the certificate issued under Sub-Clause 11.9 [Performance Certificate].

**“Performance Security”** means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].

**“Permanent Works”** means the permanent works to be executed by the Contractor under the Contract.

**“Plant”** means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Procuring Entity and relating to the construction or operation of the Works.

**“Procuring Entity's Equipment”** means the apparatus, machinery and vehicles (if any) made available by the

Procuring Entity for the use of the Contract or in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Procuring Entity.

**“Procuring Entity's Personnel”** means the Engineer, the Engineer, the assistants and all other staff, labor and other employees of the Architect and of the Procuring Entity; and any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as Procuring Entity's Personnel.

**“Procuring Entity”** means the Entity named in the Special Conditions of Contract.

**“Engineer”** is the person named in the Appendix to Conditions of Contract (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract and shall be an “Architect” or a “Quantity Surveyor” registered under the Architects and Quantity Surveyors Act Cap 525 or an “Engineer” registered under Engineers Registration Act Cap 530.

**“Engineer”** means the person appointed by the Procuring Entity to act as the Architect for the purposes of the Contract and named in the Special Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor

**“Provisional Sum”** means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].

**“Retention Money”** means the accumulated retention moneys which the Procuring Entity retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].

**“Schedules”** means the document(s) entitled schedules, completed by the Contractor and submitted with the Form of Tender, as included in the Contract.

**“Section”** means a part of the Works specified in the Special Conditions of Contract as a Section (if any)

**“Site Investigation Reports”** are those reports that may be included in the tendering documents which a refactual and interpretative about the surface and sub-surface conditions at the Site.

**“Site”** means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.

**“Specification”** means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

**“Start Date” or “Commencement Date”** is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with the Site possession date(s).

**“Statement”** means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.

**“Subcontractor”** means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works.

**“Taking-Over Certificate”** means a certificate issued under Clause 10 [Procuring Entity's Taking Over].

**“Temporary Works”** means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.

**“Temporary works”** means works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

**“Tender”** means the Form of Tender and all other documents which the Contractor submitted with the Form of Tender, as included in the Contract.

**“Tests after Completion”** means the tests (if any) which are specified in the Contract and which are carried out in

accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Procuring Entity.

**“Testson Completion”** means the tests which are specified in the Contractor agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Procuring Entity.

**“Time for Completion”** means the time for completing the Works or a Section (as the case may be) as stated in the Special Conditions of Contract (with any extension calculated from the Commencement Date.

**“Unforeseeable”** means not reasonably foreseeable by an experienced contractor by the Base Date.

**“Variation”** means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].

**“Works”** means the items the Procuring Entity requires the Contractor to undertake as defined in the Appendix to Conditions of Contract. **“Works” may** also mean the Permanent Works and the Temporary Works, or either of them as appropriate.

## 1.2 Interpretation

In the Contract, except where the context requires otherwise:

- a) Words indicating one gender include all genders;
- b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

## 1.3 Communications

13.1 Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

- a) In writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Special Conditions of Contract; and
- b) delivered, sent or transmitted to the address or the recipient's communications as stated in the Special Conditions of Contract. However:
  - i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
  - ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

13.2 Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Architect or the other Party, as the case may be.

## 1.4 Law and Language

14.1 The Contract shall be governed by the laws of **Kenya**.

14.2 The ruling language of the Contract shall be **English**.

## 1.5 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) The Contract Agreement,
- b) The Letter of Acceptance,
- c) The Special Conditions – Part A,
- d) the Special Conditions – Part B
- e) the General Conditions of Contract
- f) the Form of Tender,
- g) the Specifications and Bills of Quantities
- h) the Drawings, and
- i) the Schedules and any other documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Architect shall issue any necessary clarification or instruction.

## **1.6 Contract Agreement**

The Parties shall enter into a Contract Agreement within 14 days after the Contractor receives the Contract Agreement, unless the Special Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Special Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Procuring Entity.

## **1.7 Assignment**

The Contractor shall not assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, the contractor:

- a) May assign the whole or any part with the prior consent of the Procuring Entity, and
- b) may, as security in favor of a bank or financial institution, assign its right to moneys due, or to become due, under the Contract.

## **1.8 Care and Supply of Documents**

- 18.1 The Specifications and Drawings shall be in the custody and care of the Procuring Entity. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawings and Bills of Quantities shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.
- 18.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Procuring Entity. Unless otherwise stated in the Contract, the Contractor shall supply to the Architect two copies of each of the Contractor's Documents.
- 18.3 The Contractor shall keep on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Procuring Entity's Personnel shall have the right of access to all these documents at all reasonable times.
- 18.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

## **1.9 Timely provision of Drawings or Instructions**

- 19.1 The Contractor shall give notice to the Architect whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.
- 19.2 If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Architect to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
  - a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) payment of any other associated costs accrued, which shall be included in the Contract Price.

1.93 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

1.94 However, if and to the extent that the Architect failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, or costs accrued.

#### **1.10 Procuring Entity's Use of Contractor's Documents**

1.10.1 As agreed between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.

1.10.2 The Contractor shall be deemed (by signing the Contract) to give to the Procuring Entity a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:

- a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
- c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

1.10.3 The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Procuring Entity for purposes other than those permitted under Sub-Clause 1.10.2.

#### **1.11 Contractor's Use of Procuring Entity's Documents**

As agreed between the Parties, the Procuring Entity shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Procuring Entity. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Procuring Entity's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

#### **1.12 Confidential Details**

1.12.1 The Contractor's and the Procuring Entity's Personnel shall ensure confidentiality at all times. The confidentiality shall survive termination or completion of the contract. They shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation.

1.12.2 The Contractor's and the Procuring Entity's Personnel shall also treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

#### **1.13 Compliance with Laws**

The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Special Conditions of Contract:

- a) The Procuring Entity shall have obtained (or shall obtain) the planning, zoning, building permit or similar permission for the Permanent Works, and any other permissions described in the Specifications as having been (or to be) obtained by the Procuring Entity; and the Procuring Entity shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and



- b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Procuring Entity harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.

#### **1.14 Joint and Several Liability**

If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons:

- a) These persons shall be deemed to be jointly and severally liable to the Procuring Entity for the performance of the Contract;
- b) these persons shall notify the Procuring Entity of their leader who shall have authority to bind the Contractor and each of these persons; and
- c) the Contractor shall not alter its composition or legal status without the prior consent of the Procuring Entity.

#### **1.15 Inspections and Audit by the Procuring Entity**

Pursuant to paragraph 2.2(e). of Appendix B to the General Conditions, the Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Public Procurement Regulatory Authority, Procuring Entity and/or persons appointed or designated by the Government of Kenya to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity if requested by the Procuring Entity. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 15.6 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Procuring Entity's prevailing sanctions procedures).

## **2 THE PROCURING ENTITY**

### **2.1 Right of Access to the Site**

- 2.1.1 The Procuring Entity shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the **Special Conditions of Contract**. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Procuring Entity is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Procuring Entity shall do so in the time and manner stated in the Specification. However, the Procuring Entity may withhold any such right or possession until the Performance Security has been received.
- 2.1.2 If no such time is stated in the Special Conditions of Contract, the Procuring Entity shall give the Contractor right of access to, and possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the programme submitted under Sub-Clause 8.3 [Programme].
- 2.1.3 If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Procuring Entity to give any such right or possession within such time, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
  - a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
  - b) payment of any such Cost-plus profit, which shall be included in the Contract Price.
- 2.1.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 2.1.5 However, if and to the extent that the Procuring Entity's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

## 22 Permits, Licenses or Approvals

22.1 The Procuring Entity shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:

- a) Copies of the Laws of Kenya which are relevant to the Contract but are not readily available, and
- b) any permits, licenses or approvals required by the Laws of Kenya:
  - i) which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws],
  - ii) for the delivery of Goods, including clearance through customs, and
  - iii) for the export of Contractor's Equipment when it is removed from the Site.

## 23 Procuring Entity's Personnel

The Procuring Entity shall be responsible for ensuring that the Procuring Entity's Personnel and the Procuring Entity's other contractor son the Site:

- a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and
- b) take action ssimilar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) ofSub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].

## 24 Procuring Entity's Financial Arrangements

The Procuring Entity shall make and maintain all necessary financial arrangements which will enable the Procuring Entity to pay the Contract Price punctually (as estimated at that time) in accordance with Clause14 [Contract Price and Payment].

## 3 THE ENGINEER

### 3.1 Architect Duties and Authority

3.1.1 The Procuring Entity shall appoint the Architect who shall carry out the duties as signed to him in the Contract. The Architect staff shall include suitably qualified Assistants and other professionals who are competent to carry out these duties. The Architect Name and Address shall be provided in the **Special Conditions of Contract**.

3.1.2 The Architect shall have no authority to amend the Contract.

3.1.3 The Architect May exercise the authority attributable to the Architect as specified in or necessarily to be implied from the Contract. If the Architectis required to obtain the approval of the Procuring Entity before exercising a specified authority, the requirements shall be as stated in the **Special Conditions of Contract**. The Procuring Entity shall promptly inform the Contractor of any change to the authority attributed to the Engineer.

3.1.4 However, whenever the Architect exercises a specified authority for which the Procuring Entity's approvalis required, then (for the purposes of the Contract) the contractor shall require the Architect toprovideevidence of such approval before complying with the instruction.

3.1.5 Except as otherwise stated in these Conditions:

- a) Whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Architect shallbedeemedtoactfortheProcuring Entity;
- b) the Architect has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract;
- c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Architect (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and
- d) anyact by the Architect in response to a Contractor's request shall be notified in writing to the Contractor within 14 days of receipt.

3.1.6 The following provisions shall apply:

The Architect shall obtain the specific approval of the Procuring Entity before taking action under the following Sub-Clauses of these Conditions:

- a) Sub-Clause 4.12: agreeing or determining an extension of time and/or additional cost.
- b) Sub-Clause 13.1: instructing a Variation, except;
  - i) In an emergency situation as determined by the Engineer, or
  - ii) If such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the **Special Conditions of Contract**.
- c) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2.
- d) Sub-Clause 13.4: Specifying the amount payable in each of the applicable three currencies.

3.1.7 Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forth with comply, despite the absence of approval of the Procuring Entity, with any such instruction of the Engineer. The Architect shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Procuring Entity.

### 32 Delegation by the Engineer

32.1 The Architect may from time to time assign duties and delegate authority to assistants and may also revoke such assignment or delegation. These assistants may include a resident Engineer, and/or independent inspectors appointed to inspect and/ or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Architect shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5 [Determinations].

32.2 Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:

- a) Any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Architect to reject the work, Plant or Materials;
- b) If the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.

### 33 Instructions of the Engineer

33.1 The Architect may issue to the Contractor (at anytime) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under Clause 3.2.1.

33.2 The Contractor shall comply with the instructions given by the Architect or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Architect or a delegated assistant:

- a) Gives an oral instruction,
- b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and

- c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation,

Then the confirmation shall constitute the written instruction of the Architect or delegated assistant (as the case may be).

### **34 Replacement of the Engineer**

If the Procuring Entity intends to replace the Engineer, the Procuring Entity shall, in not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended person to replace the Engineer.

### **35 Determinations**

- 3.5.1 Whenever these Conditions provide that the Architect shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter, the Architect shall consult with each Party in an endeavor to reach agreement. If agreement is not achieved, the Architect shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.
- 3.5.1 The Architect shall give notice to both Parties of each agreement or determination, with supporting particulars, within 30 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].

## **4 THE CONTRACTOR**

### **4.1 Contractor's General Obligations**

- 4.1.1 The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Architect instructions, and shall remedy any defects in the Works.
- 4.1.2 The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.
- 4.1.3 All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country.
- 4.1.4 The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the design or specification of the Permanent Works.
- 4.1.5 The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.
- 4.1.6 If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Special Conditions:
  - a) The Contractor shall submit to the Architect the Contractor's Documents for this part in accordance with the procedures specified in the Contract;
  - b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Architect to add to the Drawings for co-ordination of each Party's designs;
  - c) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and
  - d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Architect the "as-built" documents and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Procuring Entity to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer.

## 42 Performance Security

- 42.1 The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount stated in the **Special Conditions of Contract** and denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Procuring Entity. If an amount is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.
- 42.2 The Contractor shall deliver the Performance Security to the Procuring Entity within 30 days after receiving the Notification of Award and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable bank selected by the Contractor and shall be in the form annexed to the Special Conditions, as stipulated by the Procuring Entity in the Special Conditions of Contract, or in another form approved by the Procuring Entity.
- 42.3 The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.
- 42.4 The Procuring Entity shall not make a claim under the Performance Security, except for amounts to which the Procuring Entity is entitled under the Contract.
- 42.5 The Procuring Entity shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Procuring Entity was not entitled to make the claim.
- 42.6 The Procuring Entity shall return the Performance Security to the Contractor within 14 days after receiving a copy of the Taking-Over Certificate.
- 42.7 Without limitation to the provisions of the rest of this Sub-Clause, whenever the Architect determines an addition or a reduction to the Contract Price as a result of a change in cost and/ or legislation, or as a result of a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Architect request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.

## 43 Contractor's Representative

- 43.1 The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. The Contractor's Representative's Name and Address shall be provided in the **Special Conditions of Contract**.
- 43.2 Unless the Contractor's Representative **is named in the Contract**, the Contractor shall, prior to the Commencement Date, submit to the Architect for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked in terms of Sub-Clause 6.9 [Contractor's Personnel], or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of any other suitable person for such appointment.
- 43.3 The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Representative or appoint a replacement.
- 43.4 The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Architect prior consent, and the Architect shall be notified accordingly.
- 43.5 The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Engineer].
- 43.6 The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Architect has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.
- 43.7 The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause 1.4



[Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreter savailable during all working hours in a number deemed sufficient by the Engineer.

#### **44 Sub-contractors**

- 44.1 The Contractor shall not subcontract the whole of the Works. The contractor may however subcontract the works as provided in Clause 34.2.
- 44.2 The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if theyweret heacts or defaults of the Contractor. Unless otherwise stated in the Special Conditions:
- a) The Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract;
  - b) The prior consent of the Procuring Entity shall be obtained to other proposed Subcontractors;
  - c) the Contractor shall give the Procuring Entity not less than 14 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; and
  - d) each subcontract shall include provisions which would entitle the Procuring Entity to require the subcontract to be assigned to the Procuring Entity under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Procuring Entity].
- 44.3 The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor.
- 44.4 Wher epracticable, the Contractor shall give fair and reasonable opportunity for contractors from Kenya to be appointed as Subcontractors.

#### **45 Assignment of Benefit of Subcontract**

If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Procuring Entity, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Procuring Entity for the work carried out by the Subcontractor after the assignment takes effect.

#### **46 Co-operation**

- 46.1 The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:
- a) The Procuring Entity's Personnel,
  - b) Any other contractors employed by the Procuring Entity, and
  - c) The personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract.
- 46.2 Any such instruction shall constitute a Variation if and to the extent that it cause sthe Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.
- 46.3 If, under the Contract, the Procuring Entity is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Architect in the time and manner stated in the Specification.

#### **47 Setting Out of the Works**

- 47.1 The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contractor notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.
- 47.2 The Procuring Entity shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.

- 4.7.3 If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/or Cost, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
  - b) payment of any such costs accrued, which shall be included in the Contract Price.
- 4.7.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this.

#### **48 Safety Procedures**

The Contractor shall:

- a) Comply with all applicable safety regulations,
- b) Take care for the safety of all persons entitled to be on the Site,
- c) Use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,
- d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Procuring Entity's Taking Over], and
- e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

#### **49 Quality Assurance**

- 49.1 The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Architect shall be entitled to audit any aspect of the system.
- 49.2 Details of all procedures and compliance documents shall be submitted to the Architect before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor itself shall be apparent on the document itself.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

#### **4.10 Site Data**

- 4.10.1 The Procuring Entity shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Procuring Entity's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Procuring Entity shall similarly make available to the Contractor all such data which come into the Procuring Entity's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.
- 4.10.2 To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):
- a) The form and nature of the Site, including sub-surface conditions,
  - b) the hydrological and climatic conditions,
  - c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
  - d) the Laws, procedures and labour practices of Kenya, and
  - e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

#### **4.11 Sufficiency of the Accepted Contract Amount**

4.11.1 The Contractor shall be deemed to:

- a) Have satisfied itself as to the correctness and sufficiency of the Accepted Contract Amount, and
- b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data].

4.11.2 Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects.

#### **4.12 Unforeseeable Physical Conditions**

4.12.1 In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.

4.12.2 If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Architect as soon as practicable.

4.12.3 This notice shall describe the physical conditions, so that they can be inspected by the Architect and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Architect may give. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

4.12.4 If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice under Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) payment of any such Cost, which shall be included in the Contract Price.

4.12.5 Upon receiving such notice and inspecting and/or investigating these physical conditions, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.

4.12.6 However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Architect may also review whether other physical conditions in similar parts of the Works (if any) were more favorable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favorable conditions were encountered, the Architect may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.

4.12.7 The Architect shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor's interpretation of any such evidence.

#### **4.13 Rights of Way and Facilities**

Unless otherwise specified in the Contract the Procuring Entity shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site



which he may require for the purposes of the Works.

#### **4.14 Avoidance of Interference**

4.14.1 The Contractor shall not interfere unnecessarily or improperly with:

- a) The convenience of the public, or
- b) The access to and use and occupation of all roads and foot paths, irrespective of whether they are public or in the possession of the Procuring Entity or of others.

4.14.2 The Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

#### **4.15 Access Route**

4.15.1 The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.

4.15.2 Except as otherwise stated in these Conditions:

- a) The Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;
- b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;
- c) the Procuring Entity shall not be responsible for any claims which may arise from the use or otherwise of any access route;
- d) the Procuring Entity does not guarantee the suitability or a availability of particular access routes; and
- e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.

#### **4.16 Transport of Goods**

Unless otherwise stated in the Special Conditions:

- a) the Contractor shall give the Architect not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;
- b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and
- c) the Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods and shall negotiate and pay all claims arising from their transport.

#### **4.17 Contractor's Equipment**

The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

#### **4.18 Protection of the Environment**

4.18.1 The contractor shall comply with the applicable environmental laws, regulations and policies.

4.18.2 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

4.18.3 The Contractor shall ensure that emissions, surfaced is charges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.

#### **4.19 Electricity, Water and Gas**

- 4.19.1 The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.
- 4.19.2 The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specifications. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed.
- 4.19.3 The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity.

#### **4.20 Procuring Entity's Equipment and Free-Issue Materials**

- 4.20.1 The Procuring Entity shall make the Procuring Entity's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification. Unless otherwise stated in the Specification:
- a) The Procuring Entity shall be responsible for the Procuring Entity's Equipment, except that
  - b) the Contractor shall be responsible for each item of Procuring Entity's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it.
- 4.20.1 The appropriate quantities and the amounts due (at such stated prices) for the use of Procuring Entity's Equipment shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity.
- 4.20.2 The Procuring Entity shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Specification. The Procuring Entity shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them and shall promptly give notice to the Architect of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Procuring Entity shall immediately rectify the notified shortage, defect or default.
- 4.20.3 After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Procuring Entity of liability for any shortage, defect or default not apparent from a visual inspection.

#### **4.21 Progress Reports**

- 4.21.1 Unless otherwise stated in the Special Conditions, monthly progress reports shall be prepared by the Contractor and submitted to the Architect in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.
- 4.21.2 Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include:
- a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
  - b) photographs showing the status of manufacture and of progress on the Site;
  - c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:
    - i) commencement of manufacture,
    - ii) Contractor's inspections,
    - iii) tests, and

- iv) shipment and arrival at the Site;
- d) the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment];
- e) copies of quality assurance documents, test results and certificates of Materials;
- f) list of notices given under Sub-Clause 2.5 [Procuring Entity's Claims] and notices given under Sub-Clause 20.1 [Contractor's Claims].
- g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
- h) comparison so factual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

#### **4.22 Security of the Site**

Unless otherwise stated in the Special Conditions:

- a) The Contractor shall be responsible for keeping unauthorized persons off the Site, and
- b) authorized persons shall be limited to the Contractor's Personnel and the Procuring Entity's Personnel; and to any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as authorized personnel of the Procuring Entity's other contractors on the Site.

#### **4.23 Contractor's Operations on Site**

- 423.1 The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Architect as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacentl and.
- 423.2 During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.
- 423.3 Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

#### **4.24 Fossils**

- 424.1 All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Procuring Entity. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.
- 424.2 The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
  - a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
  - b) payment of any such Cost, which shall be included in the Contract Price.
 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

### **5 NOMINATED SUBCONTRACTORS**

#### **5.1 Definition of “nominated Subcontractor.”**

In this Contract, “nominated Subcontractor” means a Subcontractor:

- a) Who is nominated by the Procuring Entity, or
- b) Contractor has nominated as a Subcontractor subject to Sub-Clause 5.2 [Objection to Notification].

## **52 Objection to Nomination**

The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Procuring Entity as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Procuring Entity agrees in writing to indemnify the Contractor against and from the consequences of the matter:

- a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;
- b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or
- c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:
  - i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract;
  - ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities, and
  - iii) be paid only if and when the Contractor has received from the Procuring Entity payments for sums due under the Subcontract referred to under Sub-Clause 5.3 [Payment to nominated Subcontractors].

## **53 Payments to nominated Subcontractors**

The Contractor shall pay to the nominated Subcontractor the amounts shown on the nominated Subcontractor's invoices approved by the Contractor which the Architect certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause 13.5 [Provisional Sums], except as stated in Sub-Clause 5.4 [Evidence of Payments].

## **54 Evidence of Payments**

54.1 Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Architect may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

- (a) Submits this reasonable evidence to the Engineer, or
- (b)
  - i) Satisfies the Architect in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
  - ii) Submits to the Architect reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement, then the Procuring Entity may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Procuring Entity, the amount which the nominated Subcontractor was directly paid by the Procuring Entity.

## **6 STAFF AND LABOR**

### **6.1 Engagement of Staff and Labor**

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within Kenya.

### **6.2 Rates of Wages and Conditions of Labor**

62.1 The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by Procuring Entity's whose trade or industry is similar

to that of the Contractor.

- 62.2 The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in Kenya in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of Kenya for the time being in force, and the Contractor shall perform such duties in regard to such deductions there of as may be imposed on him by such Laws.

### **63 Persons in the Service of Procuring Entity**

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Procuring Entity's Personnel.

### **64 Lab or Laws**

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, employment of children, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

### **65 Working Hours**

Nowork shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours stated in the **Special Conditions of Contract**, unless:

- a) Otherwise stated in the Contract,
- b) The Architect gives consent, or
- c) The work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer, provided that work done outside the normal working hours shall be considered and paid for as overtime.

### **66 Facilities for Staff and Labor**

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities on site for the Contractor's Personnel. The Contractor shall also provide facilities for the Procuring Entity's Personnel as stated in the Specifications. The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

### **67 Health and Safety**

- 67.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Procuring Entity's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.
- 67.2 The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide what ever is required by this person to exercise this responsibility and authority.
- 67.3 The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Architect may reasonably require.
- 67.4 The Contractor shall conduct an awareness programme on HIV and other sexually transmitted diseases via an approved service provider and shall undertake such other measures taken to reduce the risk of the transfer of these diseases between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.

### **68 Contractor's Superintendence**

- 68.1 Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary super intendence to plan, arrange, direct, manage, inspect and test the work.

- 682 Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

#### **69 Contractor's Personnel**

- 69.1 The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Contractor's Key personnel shall be named in the Special Conditions of Contract. The Architect may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:

- a) Persists in any misconduct or lack of care,
- b) Carries out duties in competently or negligently,
- c) fails to conform with any provisions of the Contract,
- d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment, or
- e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works.

- 69.2 If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

#### **610 Records of Contractor's Personnel and Equipment**

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

#### **611 Disorderly Conduct**

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.

#### **612 Foreign Personnel**

- 612.1 The Contractor shall not employ foreign personnel unless the contractor demonstrates that there are no Kenyans with the required skills.
- 612.2 The Contractor shall be responsible for the return of any foreign personnel to the place where they were recruited or to their domicile. In the event of the death in Kenya of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

#### **613 Supply of Water**

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

#### **614 Measures against Insect and Pest Nuisance**

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

#### **615 Alcoholic Liquor or Drugs**

The Contractor shall not, otherwise than in accordance with the Laws of Kenya, onsite, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereof by Contractor's Personnel.

#### **616 Prohibition of Forced or Compulsory Labour**

The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of



involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

#### **617 Prohibition of Harmful Child Labor**

The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where the relevant labour laws of Kenya have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.

#### **618 Employment Records of Workers**

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

#### **619 Workers' Organizations**

The Contractor shall comply with the relevant labor laws that recognize workers' rights to form and to join workers' organizations of their choosing without interference.

#### **620 Non-Discrimination and Equal Opportunity**

The Contractor shall base the labour employment on the principle of equal opportunity and fair treatment and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment, retirement, and discipline.

### **7. PLANT, MATERIALS AND WORKMANSHIP**

#### **7.1 Manner of Execution**

The Contractor shall carry out the manufacture/assemble of plant, the production and manufacture of Materials, and all other execution of the Works:

- a) In the manner (if any) specified in the Contract,
- b) in a proper workman like and careful manner, in accordance with recognized good practice, and
- c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

#### **7.2 Samples**

The Contractor shall submit the following samples of Materials, and relevant information, to the Architect for consent prior to using the Material in or for the Works:

- a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and
- b) additional samples instructed by the Architect as a Variation.

Each sample shall be labeled as to origin and intended use in the Works.

#### **7.3 Inspection**

73.1 The Procuring Entity's Personnel shall at all reasonable times:

- a) Have full access to all parts of the Site and to all places from which natural Materials are being obtained, and
- b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.

73.2 The Contractor shall give the Procuring Entity's Personnel full opportunity to carry out these activities,

including providing access, facilities, permissions, and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

- 733 The Contractor shall give notice to the Architect whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Architect shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Architect does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and there after reinstate and make good, all at the Contractor's cost.

#### **74 Testing**

- 74.1 This Sub-Clause shall apply to all tests specified in the Contract.
- 74.2 Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labor, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and place for the specified testing of any Plant, Materials and other parts of the Works.
- 74.3 The Architect may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.
- 74.4 The Architect shall give the Contractor not less than 24 hours' notice of the Architect intention to attend the tests. If the Architect does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Architect presence.
- 74.5 If the Contractor suffers delay and/ or incurs Cost from complying with these instructions or as a result of a delay for which the Procuring Entity is responsible, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
  - b) payment of any such Cost-plus profit, which shall be included in the Contract Price.
- 74.6 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 74.7 The Contractor shall promptly forward to the Architect duly certified reports of the tests. When the specified tests have been completed, the Architect shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Architect has not attended the tests, he shall be deemed to have accepted the readings as accurate.

#### **75 Rejection**

- 75.1 If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Architect may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.
- 75.2 If the Architect requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Procuring Entity to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the Procuring Entity.

#### **76 Remedial Work**

- 76.1 Notwithstanding any previous test or certification, the Architect may instruct the Contractor to:
- a) Remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
  - b) remove and re-execute any other work which is not in accordance with the Contract, and
  - c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseen event or otherwise.



- 7.6.2 The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c).
- 7.6.3 If the Contractor fails to comply with the instruction, the Procuring Entity shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity all costs arising from this failure.
- 7.6.4 If the contractor repeatedly delivers defective work, the Procuring Entity may consider termination in accordance with Clause 15.

## **7.7 Ownership of Plant and Materials**

Except as otherwise provided in the Contract, each item of Plant and Materials shall become the property of the Procuring Entity at whichever is the earlier of the following times, free from liens and other encumbrances:

- a) When it is incorporated in the Works;
- b) when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.10 [Payment for Plant and Materials in Event of Suspension].

## **7.8 Royalties**

Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:

- a) Natural materials obtained from outside the Site, and
- b) the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal are as within the Site are specified in the Contract.

# **8 COMMENCEMENT, DELAYS AND SUSPENSION**

## **8.1 Commencement of Works**

- 8.1.1 Except as otherwise specified in the Special Conditions of Contract, the Commencement Date shall be the date at which the following precedent condition have all been fulfilled and the Architect notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor:
- a) Signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of Kenya;
  - b) except if otherwise specified in the Special Conditions of Contract, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works.
  - c) Receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor.
- 8.1.2 If the said Architect instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 16.2 [Termination by Contractor].
- 8.1.3 The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date and shall then proceed with the Works with due expedition and without delay.

## **8.2 Time for Completion**

The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:

- a) Achieving the passing of the Test on Completion, and
- b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections].

## **8.3 Programme**

- 8.3.1 The Contractor shall submit a detailed time programme to the Architect within 14 days after receiving the

notice under Sub-Clause 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include:

- a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing,
- b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
- c) the sequence and timing of inspections and tests specified in the Contract, and
- d) a supporting report which includes:
  - i) a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and
  - ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

832 Unless the Engineer, within 14 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Procuring Entity's Personnel shall be entitled to rely upon the programme when planning their activities.

833 The Contractor shall promptly give notice to the Architect of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works.

834 If, at anytime, the Architect gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contractor to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Architect in accordance with this Sub-Clause.

#### **8.4 Extension of Time for Completion**

841 The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:

- a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract,
- b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
- c) exceptionally adverse climatic conditions,
- d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
- e) any delay, impediment or prevention caused by or attributable to the Procuring Entity, the Procuring Entity's Personnel, or the Procuring Entity's other contractors.

842 If the Contractor considers itself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Architect in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Architect shall review previous determinations and may increase, but shall not decrease, the total extension of time.

#### **8.5 Delays Caused by Authorities**

If the following conditions apply, namely:

- a) The Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in Kenya,
- b) These authorities delay or disrupt the Contractor's work, and
- c) the delay or disruption was Unforeseeable, then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].

## **8.6 Rate of Progress**

861 If, at anytime:

- a) Actual progress is too slow to complete within the Time for Completion, and/or
- b) Progress has fallen (or will fall) behind the current programme under Sub-Clause 8.3 [Programme], other than as a result of a cause listed in Sub-Clause 8.4 [Extension of Time for Completion], then the Architect may instruct the Contractor to submit, under Sub-Clause 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.

862 Unless the Architect notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Procuring Entity to incur additional costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the Procuring Entity, in addition to delay damages (if any) under Sub-Clause 8.7 below.

863 Additional costs of revised methods including acceleration measures, instructed by the Architect to reduce delays resulting from causes listed under Sub-Clause 8.4 [Extension of Time for Completion] shall be paid by the Procuring Entity, without generating, however, any other additional payment benefit to the Contractor.

## **8.7 Delay Damages**

871 If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay delay damages to the Procuring Entity for this default. These delay damages shall be the sum stated in the **Special Conditions of Contract**, which shall be paid for everyday which shall elapse between the relevant Time for Completion and the date stated in the taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Special Conditions of Contract.

872 These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Procuring Entity] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

## **8.8 Suspension of Work**

881 The Architect may at anytime instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.

882 The Architect may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10 and 8.11 shall not apply.

## **8.9 Consequences of Suspension**

891 If the Contractor suffers delay and/or incurs Cost from complying with the Architect instructions under Sub-Clause 8.8 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) Payment of any such Cost, which shall be included in the Contract Price.

892 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

893 The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.8 [Suspension of Work].

## **8.10 Payment for Plant and Materials in Event of Suspension**

The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/ or

Materials which have not been delivered to Site, if:

- a) The work on Plant or delivery of Plant and/ or Materials has been suspended for more than 30 days, and
- b) the Contractor has marked the Plant and/or Materials as the Procuring Entity's property in accordance with the Architect instructions.

### **8.11 ProlongedSuspension**

If the suspension under Sub-Clause 8.8 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Architect permission to proceed. If the Architect does not give permission within 30 days after being requested to do so, the Contractor may, by giving notice to the Engineer, treat the suspension as an omission under Clause 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [Termination by Contractor].

### **8.12 Resumption of Work**

After the permission or instruction to proceed is given, the Contractor and the Architect shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Architect an instruction to this effect under Clause 13 [Variations and Adjustments].

## **9 TESTS ON COMPLETION**

### **9.1 Contractor's Obligations**

- 9.1.1 The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with sub-paragraph (d) of Sub-Clause 4.1 [Contractor's General Obligations].
- 9.1.2 The Contractor shall give to the Architect not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the Architect shall instruct.
- 9.1.3 In considering the results of the Tests on Completion, the Architect shall make allowances for the effect of any use of the Works by the Procuring Entity on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer.

### **9.2 Delayed Tests**

- 9.2.1 If the Tests on Completion are being unduly delayed by the Procuring Entity, Sub-Clause 7.4 [Testing] (fifth paragraph) and/ or Sub-Clause 10.3 [Interference with Tests on Completion] shall be applicable.
- 9.2.2 If the Tests on Completion are being unduly delayed by the Contractor, the Architect may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer.
- 9.2.3 If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Procuring Entity's Personnel may proceed with the Tests at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.

### **9.3 Retesting of related works**

If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall apply, and the Architect or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.

### **9.4 Failure to Pass Tests on Completion**

- 9.4.1 If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Architect shall be entitled to:

- a) Order further repetition of Tests on Completion under Sub-Clause 9.3; or
- b) if the failure deprives the Procuring Entity of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Procuring Entity shall have the same remedies as are provided in sub-paragraph (c) of Sub-Clause 1.4 [Failure to Remedy Defects].

## **10. PROCURING ENTITY'S TAKING OVER**

### **10.1 Taking Over of the Works and Sections**

- 10.1.1 Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Procuring Entity when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.
- 10.1.2 The Contractor may apply by notice to the Architect for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.
- 10.1.3 The Architect shall, within 30 days after receiving the Contractor's application:
  - a) Issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or
  - b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.
- 10.1.4 If the Architect fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 30 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.

### **10.2 Taking Over of Parts of the Works**

- 10.2.1 The Architect may, at the sole discretion of the Procuring Entity, issue a Taking-Over Certificate for any part of the Permanent Works.
- 10.2.2 The Procuring Entity shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Architect has issued a Taking-Over Certificate for this part. However, if the Procuring Entity does use any part of the Works before the Taking-Over Certificate is issued:
  - a) The part which is used shall be deemed to have been taken over as from the date on which it is used,
  - b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Procuring Entity, and
  - c) if requested by the Contractor, the Architect shall issue a Taking-Over Certificate for this part.
- 10.2.3 After the Architect has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period.
- 10.2.4 If the Contractor incurs Cost as a result of the Procuring Entity taking over and/or using a part of the Works, other than such use as is specified in the Contract agreed by the Contractor, the Contractor shall (i) give notice to the Architect and (ii) be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to payment of any such accrued costs, which shall be included in the Contract Price. After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this accrued cost.
- 10.2.5 If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages there after for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply



to the daily rate of delay damages under Sub-Clause 8.7 [Delay Damages] and shall not affect the maximum amount of these damages.

### **103 Interference with Tests on Completion**

- 103.1 If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Procuring Entity is responsible, the Procuring Entity shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.
- 103.2 The Architect shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Architect shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract.
- 103.3 If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
  - b) payment of any such accrued costs, which shall be included in the Contract Price.
- 103.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

### **104 Surfaces Requiring Reinstatement**

Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.

## **11. DEFECTS LIABILITY**

### **11.1 Completion of Outstanding Work and Remedying Defects**

- 11.1.1 In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fairwear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable there after, the Contractor shall:
- a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and
  - b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Procuring Entity on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be).
- 11.1.2 If a defect appears or damage occurs, the Contractor shall be notified accordingly by the Engineer.

### **11.2 Cost of Remedying Defects**

- 11.2.1 All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:
- a) Any design for which the Contractor is responsible,
  - b) Plant, Materials or workmanship not being in accordance with the Contract, or
  - c) Failure by the Contractor to comply with any other obligation.
- 11.2.2 If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Procuring Entity, and Sub-Clause 13.3 [Variation Procedure] shall apply.

### **11.3 Extension of Defects Notification Period**

- 11.3.1 The Procuring Entity shall be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they

are intended by reason of a defect or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.

- 1132 If delivery and/ or erection of Plant and/ or Materials was suspended under Sub-Clause 8.8 [Suspension of Work] or Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defect or damage occurring more than two years after the Defects Notification Period for the Plant and/ or Materials would otherwise have expired.

#### **114 Failure to Remedy Defects**

- 114.1 If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by the Engineer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date.
- 114.2 If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Procuring Entity may (at his option):
- (a) Carry out the work itself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity the costs reasonably incurred by the Procuring Entity in remedying the defect or damage;
  - (b) Require the Architect to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations]; or
  - (c) if the defect or damage deprives the Procuring Entity of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract otherwise, the Procuring Entity shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.

#### **115 Removal of Defective Work**

If the defect or damage cannot be remedied expeditiously on the Site and the Procuring Entity gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.

#### **116 Further Tests**

- 116.1 If the work of remedying of any defect or damage may affect the performance of the Works, the Architect may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 14 days after the defect or damage is remedied.
- 116.2 These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 11.2 [Cost of Remedying Defects], for the cost of the remedial work.

#### **117 Right of Access**

Until the Completion Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Procuring Entity's reasonable security restrictions.

#### **118 Contractor to Search**

The Contractor shall, if required by the Engineer, search for the cause of any defect on parts of the works that have already accepted, under the direction of the Engineer. Unless the defect is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Cost of the search plus profit shall be agreed or determined by the Architect in accordance with Sub-Clause 3.5 [Determinations] and shall be included in the Contract Price.

#### **119 Completion Certificate**

- 119.1 Performance of the Contractor's obligations shall not be considered to have been completed until the Architect has issued the Completion Certificate to the Contractor, stating the date on which the Contractor completed

his obligations under the Contract.

- 11.92 The Architect shall issue the Completion Certificate within 30 days after the latest of the expiry dates of the Defects Liability Period, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Completion Certificate shall be issued to the Procuring Entity.
- 11.93 Only the Completion Certificate shall be deemed to constitute acceptance of the Works.

#### **11.10 Unfulfilled Obligations**

After the Completion Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.

#### **11.11 Clearance of Site**

- 11.11.1 Upon receiving the Completion Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.
- 11.11.2 If all these items have not been removed within 30 days after receipt by the Contractor of the Completion Certificate, the Procuring Entity may sell or otherwise dispose of any remaining items. The Procuring Entity shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.
- 11.11.3 Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Procuring Entity's costs, the Contractor shall pay the outstanding balance to the Procuring Entity.

### **12 MEASUREMENT AND DEVALUATION**

#### **12.1 Works to be Measured**

- 12.1.1 The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractor shall show in each application under Sub-Clauses 14.3 [Application for Interim Payment Certificates], 14.10 [Statement on Completion] and 14.11 [Application for Final Payment Certificate] the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract.
- 12.1.2 Whenever the Architect requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:
- a) promptly either attend or send another qualified representative to assist the Architect in making the measurement, and
  - b) supply any particulars requested by the Engineer.
- 12.1.3 If the Contractor fails to attend or send a representative, the measurement made by the Architect shall be accepted as accurate.
- 12.1.4 Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.
- 12.1.5 If the Contractor examines and disagrees the records, and/ or does not sign them as agreed, then the Contractor shall give notice to the Architect of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Architect shall review the records and either confirm or vary them and certify the payment of the undisputed part. If the Contractor does not so give notice to the Architect within 14 days after being requested to examine the records, they shall be accepted as accurate.

#### **12.2 Method of Measurement**

Except as otherwise stated in the Contract:

- a) Measurement shall be made of the net actual quantity of each item of the Permanent Works, and
- b) the method of measurement shall be in accordance with the Bill of Materials or other applicable Schedules.



## **123 Evaluation**

- 123.1 Except as otherwise stated in the Contract, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of work done by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriate rate or price for the item.
- 123.2 For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contract, if there is no such item, specified for similar work.
- 123.3 Any item of work included in the Bill of Quantities for which no rate or price was specified shall be considered as included in other rates and prices in the Bill of Quantities and will not be paid for separately.
- 123.4 However, for a new item of work, a new rate or price shall be appropriate for such item of work if:
- a) The work is instructed under Clause 13 [Variations and Adjustments],
  - b) no rate or price is specified in the Contract for this item, and
  - c) no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract.
- 123.5 Each new rate or price shall be derived from any relevant rates or prices in the Contract. If no rates or prices are relevant for the new item of work, it shall be derived from the reasonable Cost of executing such work, prevailing market rates, together with profit, taking account of any other relevant matters.
- 123.6 Until such time as an appropriate rate or price is agreed or determined, the Architect shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences.
- 123.7 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:  $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$ .

## **124 Omissions**

Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:

- a) The Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;
- b) The omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and
- c) this cost is not deemed to be included in the evaluation of any substituted work; then the Contractor shall give notice to the Architect accordingly, with supporting particulars. Upon receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this cost, which shall be included in the Contract Price.

## **13 VARIATIONS AND ADJUSTMENTS**

### **13.1 Right to Vary**

- 13.1.1 Variations may be initiated by the Architect at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal. No Variation instructed by the Architect under this Clause shall in any way vitiate or invalidate the Contract.
- 13.1.2 The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Architect stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this notice, the Architect shall cancel, confirm or vary the instruction.
- 13.1.3 Each Variation may include:
- a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation),
  - b) changes to the quality and other characteristics of any item of work,
  - c) changes to the levels, positions and/ or dimensions of any part of the Works,

- d) omission of any work unless it is to be carried out by others,
- e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
- f) changes to the sequence or timing of the execution of the Works.

13.14 The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Architect instructs after obtaining approval of the Procuring Entity.

## **132. Variation Order Procedure**

132.1 Prior to any Variation Order under Sub-Clause 13.1.4 the Architect shall notify the Contractor of the nature and form of such variation. As soon as possible after having received such notice, the Contractor shall submit to the Engineer:

- a) A description of work, if any, to be performed and a programme for its execution, and
- b) the Contractor's proposals for any necessary modifications to the Programme according to Sub-Clause 8.3 or to any of the Contractor's obligations under the Contract, and
- c) the Contractor's proposals for adjustment to the Contract Price.

Following the receipt of the Contractor's submission the Architect shall, after due consultation with the Employer and the Contractor, decide as soon as possible whether or not the variation shall be carried out. If the Architect decides that the variation shall be carried out, he shall issue a Variation Order clearly identified as such in accordance with the Contractor's submission or as modified by agreement.

If the Architect and the Contractor are unable to agree the adjustment of the Contract Price, the provisions of Sub-Clause 13.2.2 shall apply.

## **132.2 Disagreement on Adjustment of the Contract Price**

If the Contractor and the Architect are unable to agree on the adjustment of the Contract Price, the adjustment shall be determined in accordance with the rates specified in the Bills of Materials or Schedule of Daywork Prices. If the rates contained in the Bills of Materials or Daywork Prices are not directly applicable to the specific work in question, suitable rates shall be established by the Architect reflecting the level of pricing in the Daywork Prices. Where rates are not contained in the said Prices, the amount shall be such as is in all the circumstances reasonable, reflecting a market price. Due account shall be taken of any over- or under-recovery of overheads by the Contractor in consequence of the variation. The Contractor shall also be entitled to be paid:

- a) The cost of any partial execution of the Work rendered useless by any such variation,
- b) The cost of making necessary alterations to Plant already manufactured or in the course of manufacture or of any work done that has to be altered in consequence of such a variation,
- c) any additional costs incurred by the Contractor by the disruption of the progress of the Works as detailed in the Programme, and
- d) the net effect of the Contractor's financial costs, including interest, caused by the variation.

The Architect shall on this basis determine the rates or prices to enable on-account payment to be included in certificates of payment.

## **132.3 Contractor to Proceed**

On receipt of a Variation Order, the Contractor shall forthwith proceed to carry out the variation and be bound to these Conditions in so doing as if such variation was stated in the Contract. The work shall not be delayed pending the granting of an extension of the Time for Completion or an adjustment to the Contract Price under Sub-Clause 13.3.

## **133. Value Engineering**

- 133.1 The Contractor may, at anytime, submit to the Architect written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Procuring Entity of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Procuring Entity of the completed Works, or (iv) otherwise be of benefit to the Procuring Entity.
- 133.2 The proposal shall be prepared at the cost of the Contractor and shall include the items listed in Sub-Clause 13.3 [Variation Procedure].

- 13.2.3 If a proposal, which is approved by the Engineer, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:
- a) The Contractor shall design this part,
  - b) sub-paragraphs (a) to (d) of Sub-Clause 4.1 [Contractor's General Obligations] shall apply, and
  - c) if this change results in a reduction in the contract value of this part, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine a fee, which shall be included in the Contract Price. This fee shall be (50%) of the difference between the following amounts:
    - i) such reduction in contract value, resulting from the change, excluding adjustments under Sub-Clause 13.8 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost], and
    - ii) the reduction (if any) in the value to the Procuring Entity of the varied works, taking account of any improvement in quality, anticipated life or operational efficiencies.
- 13.3.4 However, if the amount established in item 13.2.3 (c) (i) is less than amount established in item 13.2.3 (c) (ii), there shall not be a fee. However, if the if the amount established in item 13.2.3 (c) (i) is more than amount established in item 13.2.3 (c) (ii), it shall result in a price variation to the Procuring Entity.

#### **134 Variation Procedure for Value Engineering proposal**

- 13.4.1 If the Architect requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:
- a) A description of the proposed work to be performed and a programme for its execution,
  - b) the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 8.3 [Programme] and to the Time for Completion, and
  - c) the Contractor's proposal for evaluation of the Variation.
- 13.4.2 The Architect shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Project Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst waiting a response.
- 13.4.3 Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Architect to the Contractor, who shall acknowledge receipt.
- 13.4.4 Each Variation shall be evaluated in accordance with Clause 12 [Measurement and Evaluation], unless the Architect instructs or approves otherwise in accordance with this Clause.

#### **135 Payment in Applicable Currencies**

If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.

#### **136 Provisional Sums**

- 13.6.1 Each Provisional Sum shall only be used, in whole or in part, in accordance with the Architect instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Architect shall have instructed. For each Provisional Sum, the Architect may instruct:
- a) Work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [Variation Procedure]; and/or
  - b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]) or otherwise; and for which there shall be included in the Contract Price:
    - i) The actual amounts paid (or due to be paid) by the Contractor, and
    - ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in **the Special Conditions of Contract** shall be applied.
- 13.6.2 The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

### **137 Dayworks**

- 137.1 For work of a minor or incidental nature, the Architect may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply.
- 137.2 Before ordering Goods for the work, the Contractor shall submit quotations to the Engineer. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.
- 137.3 Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall deliver each day to the Architect accurate statements induplicate which shall include the following details of the resources used in executing the previous day's work:
- a) The names, occupations and time of Contractor's Personnel,
  - b) the identification, type and time of Contractor's Equipment and Temporary Works, and
  - c) the quantities and types of Plant and Materials used.
- 137.4 One copy of each statement will, if correct, or when agreed, be signed by the Architect and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer, prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payment Certificates].

### **138 Adjustments for Changes in Legislation**

- 138.1 The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of Kenya (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.
- 138.2 If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
  - b) payment of any such Cost, which shall be included in the Contract Price.
- 138.3 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 138.4 Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [Adjustments for Changes in Cost].

### **139 Adjustments for Changes in Cost**

- 139.1 In this Sub-Clause, "table of adjustment data" means the completed table of adjustment data for local and foreign currencies included in the Schedules. If there is no such table of adjustment data, this Sub-Clause shall not apply.
- 139.2 If this Sub-Clause applies, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labor, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included a mounts to cover the contingency of other rises and falls in costs.
- 139.3 The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be of the following general type:

## Price Adjustment Formula

Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies:

$$P = A + B \text{ Im/Io}$$

where:

**P** is the adjustment factor for the portion of the Contract Price payable.

**A** and **B** are recoefficients **specified in the SCC**, representing then on 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 **Ioc** is the index prevailing 30 days before Bid opening for inputs payable.

**NOTE:** 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 nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

- 1394 The cost indices or reference prices stated in the table of adjustment data shall be used. If their source is in doubt, it shall be determined by the Engineer. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table) for the purposes of clarification of the source; although these dates (and thus these values) may not correspond to the base cost indices.
- 1395 In cases where the “currency of index” is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the Central Bank of Kenya, of this relevant currency on the above date for which the index is required to be applicable.
- 1396 Until such time as each current cost index is available, the Architect shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.
- 1397 If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices thereafter shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price, whichever is more favorable to the Procuring Entity.
- 1398 The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.

## 14 CONTRACT PRICE AND PAYMENT

### 14.1 The Contract Price

14.1.1 Unless otherwise stated in the Special Conditions:

- The value of the payment certificate shall be agreed or determined under Sub-Clause 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract;
- the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation];
- any quantities which may be set out in the Bill of Materials or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities;



- i) of the Works which the Contractor is required to execute, or
    - ii) for the purposes of Clause 12 [Measurement and Evaluation]; and
  - d) the Contractor shall submit to the Engineer, within 30 days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Architect may take account of the break down when preparing Payment Certificates but shall not be bound by it.
- 14.1.2 Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts there for, imported by the Contractor for the sole purpose of executing the Contract shall not be exempt from the payment of import duties and taxes upon importation.

## 14.2 Advance Payment

- 14.2.1 The Procuring Entity shall make an advance payment, as an interest-free loan for mobilization and cashflow support, when the Contractor submits a guarantee in accordance with this Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the **Special Conditions of Contract**.
- 14.2.2 Unless and until the Procuring Entity receives this guarantee, or if the total advance payment is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.
- 14.2.3 The Architect shall deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Procuring Entity receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by a reputable bank or financial institutions elected by the Contractor and shall be in the form annexed to the Special Conditions or in another form approved by the Procuring Entity.
- 14.2.4 The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.
- 14.2.5 Unless stated otherwise in the **Special Conditions of Contract**, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Architect in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates], as follows:
- a) Deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and
  - b) deductions shall be made at the amortization rate stated in the **Special Conditions of Contract** of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.
- 14.2.6 If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Procuring Entity], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Procuring Entity], except for Sub-Clause 14.2.7 [Procuring Entity's Entitlement to Termination for Convenience], payable by the Contractor to the Procuring Entity.

## 14.3 Application for Interim Payment Certificates

- 14.3.1 The Contractor shall submit a Statement (in number of copies indicated in the **Special Conditions of Contract**) to the Architect after the end of each month, in a form approved by the Engineer, showing in detail

the amounts to which the Contractor considers itself to be entitled, together with supporting documents which shall include there portion the progress during this month in accordance with Sub-Clause 4.21 [Progress Reports].

- 1432 The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:
- a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below);
  - b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost];
  - c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in **the Special Conditions of Contract** to the total of the above amounts, until the amount so retained by the Procuring Entity reaches the limit of Retention Money (if any) stated **in the Special Conditions of Contract**;
  - d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with Sub-Clause 14.2 [Advance Payment];
  - e) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5 [Plant and Materials intended for the Works];
  - f) any other additions or deductions which may have become due under the Contractor otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and
  - g) the deduction of amounts certified in all previous Payment Certificates.

#### 144 Schedule of Payments

- 144.1 If the Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule:
- a) The instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates];
  - b) Sub-Clause 14.5 [Plant and Materials intended for the Works] shall not apply; and
  - c) If these instalments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less or more than that on which this schedule of payments was based, then the Architect may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine revised instalments, which shall take account of the extent to which progress is less or more than that on which the instalments were previously based.
- 144.2 If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.

#### 145 Plant and Materials intended for the Works

- 145.1 If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3, (i) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates].
- 145.2 If the lists referred to in sub-paragraphs (b)(i) or (c)(i) below are not included in the Schedules, this Sub-Clause shall not apply.
- 145.3 The Architect shall determine and certify each addition if the following conditions are satisfied:
- a) The Contractor has:
    - i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and
    - (ii) submitted statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence;
- and either:

- b) the relevant Plant and Materials:
  - i) are those listed in the Schedules for payment when shipped,
  - ii) have been shipped to Kenya, enroute to the Site, in accordance with the Contract; and
  - iii) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Architect together with evidence of payment of freight and insurance, any other documents reasonably required, and a bank guarantee in a form and issued by an entity approved by the Procuring Entity in amounts and currencies equal to the amount due under this Sub-Clause: this guarantee may be in a similar form to the form referred to in Sub-Clause 14.2 [Advance Payment] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration; or
- c) the relevant Plant and Materials:
  - i) are those listed in the Schedules for payment when delivered to the Site, and
  - ii) have been delivered to and are properly stored on the Site, are protected against loss, damage or deterioration and appear to be in accordance with the Contract.

14.54 The additional amount to be certified shall be the equivalent of eighty percent (80%) of the Architect determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials.

14.55 The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.

#### **14.6 Issue of Interim Payment Certificates**

14.6.1 No amount will be certified or paid until the Procuring Entity has received and approved the Performance Security. Thereafter, the Architect shall, within 30 days after receiving a Statement and supporting documents, deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate which shall state the amount which the Architect fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Architect on the Statement if any.

14.6.2 However, prior to issuing the Taking-Over Certificate for the Works, the Architect shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated **in the Special Conditions of Contract**. In this event, the Architect shall give notice to the Contractor accordingly.

14.6.3 An Interim Payment Certificate shall not be withheld for any other reason, although:

- a) if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or
- b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer, the value of this work or obligation may be withheld until the work or obligation has been performed.

14.6.4 The Architect may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Architect acceptance, approval, consent or satisfaction.

#### **14.7 Payment**

14.7.1 The Procuring Entity shall pay to the Contractor:

- a) The advance payment shall be paid within 60 days after signing of the contract by both parties or within 60 days after receiving the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub-Clause 14.2 [Advance Payment], whichever is later;
- b) The amount certified in each Interim Payment Certificate within 60 days after the Architect Issues Interim Payment Certificate; and
- c) the amount certified in the Final Payment Certificate within 60 days after the Procuring Entity Issues Interim Payment Certificate; or after determination of any disputed amount shown in the Final Statement



- 14.7.2 Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (forth is currency) specified in the Contract.

#### **14.8 Delayed Payment**

- 14.8.1 If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shall be entitled to receive financing charges (simple interest) monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [Payment], irrespective (in the case of its sub-paragraph (b) of the date on which any Interim Payment Certificate is issued.
- 14.8.2 These financing charges shall be calculated at the annual rate of three percentage points above the mean rate of the Central Bank in Kenya of the currency of payment, or if not available, the inter bank offered rate, and shall be paid in such currency.
- 14.8.3 The Contractor shall be entitled to this payment without formal notice and certification, and without prejudice to any other right or remedy.

#### **14.9 Payment of Retention Money**

- 14.9.1 When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Architect for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.
- 14.9.2 Promptly after the latest of the expiry dates of the Defects Liability Periods, the outstanding balance of the Retention Money shall be certified by the Architect for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.
- 14.9.3 However, if any work remains to be executed under Clause 11 [Defects Liability], the Architect shall be entitled to withhold certification of the estimated cost of this work until it has been executed.
- 14.9.4 When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost].
- 14.9.5 Unless otherwise stated in the Special Conditions, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a Retention Money Security guarantee, in the form annexed to the Special Conditions or in another form approved by the Procuring Entity and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money.
- 14.9.6 The Procuring Entity shall return the Retention Money Security guarantee to the Contractor within 14 days after receiving a copy of the Completion Certificate.

#### **14.10 Statement at Completion**

- 14.10.1 Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Architect three copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 14.3 [Application for Interim Payment Certificates], showing:
- a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works,
  - b) any further sums which the Contractor considers to be due, and
  - c) an estimate of any other amounts which the Contractor considers will become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion.

14.10.2 The Architect shall then certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates].

#### **14.11 Application for Final Payment Certificate**

14.11.1 Within 60 days after receiving the Completion Certificate, the Contractor shall submit, to the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:

- a) The value of all work done in accordance with the Contract, and
- b) Any further sums which the Contractor considers to be due to him under the Contract otherwise.

14.11.2 If the Architect disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Architect may reasonably require within 30 days from receipt of said draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Architect the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".

14.11.3 However, if, following discussions between the Architect and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Architect shall deliver to the Procuring Entity (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 20.4 [Obtaining Dispute Board's Decision] or Sub-Clause 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Procuring Entity (with a copy to the Engineer) a Final Statement.

#### **14.12 Discharge**

When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.

#### **14.13 Issue of Final Payment Certificate**

14.13.1 Within 30 days after receiving the Final Statement and discharge in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Architect shall deliver to the Procuring Entity and to the Contractor, the Final Payment Certificate which shall state:

- a) The amount which he fairly determines is finally due, and
- b) After giving credit to the Procuring Entity for all amounts previously paid by the Procuring Entity and for all sums to which the Procuring Entity is entitled, the balance (if any) due from the Procuring Entity to the Contractor or from the Contractor to the Procuring Entity, as the case may be.

14.13.2 If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Architect shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 30 days, the Architect shall issue the Final Payment Certificate for such amount as he fairly determines to be due.

#### **14.14 Cessation of Procuring Entity's Liability**

14.14.1 The Procuring Entity shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:

- a) in the Final Statement and also,
- b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 14.10 [Statement at Completion].

14.14.2 However, this Sub-Clause shall not limit the Procuring Entity's liability under his indemnification obligations, or the Procuring Entity's liability in any case of fraud, deliberate default or reckless misconduct by the Procuring Entity.

## **14.15 Currencies of Payment**

The Contract Price shall be paid in the currency or currencies named in the Schedule of Payment Currencies. If more than one currency is so named, payments shall be made as follows:

- a) If the Accepted Contract Amount was expressed in Local Currency only:
  - i) the proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Schedule of Payment Currencies, except as otherwise agreed by both Parties;
  - ii) payments and deductions under Sub-Clause 13.5 [Provisional Sums] and Sub-Clause 13.7 [Adjustments for Changes in Legislation] shall be made in the applicable currencies and proportions; and
  - iii) other payments and deductions under sub-paragraphs (a) to (d) of Sub-Clause 14.3 [Application for Interim Payment Certificates] shall be made in the currencies and proportions specified in sub-paragraph (a) (i) above;
- b) payment of the damages specified in the Special Conditions of Contract, shall be made in the currencies and proportions specified in the Schedule of Payment Currencies;
- c) other payments to the Procuring Entity by the Contractor shall be made in the currency in which the sum was expended by the Procuring Entity, or in such currency as may be agreed by both Parties;
- d) if any amount payable by the Contractor to the Procuring Entity in a particular currency exceeds the sum payable by the Procuring Entity to the Contractor in that currency, the Procuring Entity may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and
- e) if no rates of exchange are stated in the Schedule of Payment Currencies, they shall be those prevailing on the Base Date and determined by the Central Bank of Kenya.

## **15 TERMINATION BY PROCURING ENTITY**

### **15.1 Notice to correct any defects or failures**

If the Contractor fails to carry out any obligation under the Contract, the Architect may by notice require the Contractor to make good the failure and to remedy it within 30 days.

### **15.2 Termination by Procuring Entity**

15.2.1 The Procuring Entity shall be entitled to terminate the Contract if the Contractor breaches the contract based on following circumstances which shall include but not limited to:

- a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct],
- b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
- c) without reasonable excuse fails:
  - i) to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or
  - ii) to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause 7.6 [Remedial Work], within 30 days after receiving it,
- d) subcontracts the major part or whole of the Works or assigns the Contract without the consent of the Procuring Entity,
- e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or
- f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an induce mentor reward:
  - i) for doing or for bearing to do any action in relation to the Contract, or
  - ii) for showing or for bearing to show favor or disfavor to any person in relation to the Contract, or
  - iii) if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such induce mentor reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination, or
- g) If the contract or repeatedly fails to remedy delivers defective work,

- h) based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Appendix B to these General Conditions, incompetently for or in executing the Contract.

1522 In any of these events or circumstances, the Procuring Entity may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of subparagraph (e) or (f) or (g) or (h), the Procuring Entity may by notice terminate the Contract immediately.

1523 The Procuring Entity's election to terminate the Contract shall not prejudice any other rights of the Procuring Entity, under the Contract otherwise.

1524 The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Engineer. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.

1525 After termination, the Procuring Entity may complete the Works and/ or arrange for any other entities to do so. The Procuring Entity and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.

1526 The Procuring Entity shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Procuring Entity, these items may be sold by the Procuring Entity in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

### **153 Valuation at Date of Termination**

As soon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

### **154 Payment after Termination**

After a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Procuring Entity may:

- a) Proceed in accordance with Sub-Clause 2.5 [Procuring Entity's Claims],
- b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Procuring Entity, have been established, and/ or
- c) recover from the Contractor any losses and damages incurred by the Procuring Entity and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Procuring Entity shall pay any balance to the Contractor.

### **155 Procuring Entity's Entitlement to Termination for Convenience**

The Procuring Entity shall be entitled to terminate the Contract, at any time at the Procuring Entity's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 30 days after the later of the dates on which the Contractor receives this notice or the Procuring Entity returns the Performance Security. The Procuring Entity shall not terminate the Contract under this Sub-Clause in order to execute the Works itself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor]. After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on Termination].

### **156 Fraud and Corruption**

The Contractor shall ensure compliance with the Kenya Government's Anti-Corruption Laws and its prevailing sanctions.

## **15.7 Corrupt gifts and payments of commission**

15.7.1 The Contractor shall not;

- a) Offer or give or agree to give to any person in the service of the Procuring Entity any gift or consideration of any kind as an inducement or reward for doing or for bearing to door for having done or for borne to do any act in relation to the obtaining or execution of this or any other Contract for the Procuring Entity or for showing or for bearing to show favor or disfavor to any person in relation to this or any other contract for the Procuring Entity.
- b) Enter into this or any other contract with the Procuring Entity in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment there of have been disclosed in writing to the Procuring Entity.

15.7.2 Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement and Asset Disposal Act (2015) and the Anti-Corruption and Economic Crimes Act (2003) of the Laws of Kenya.

## **16 SUSPENSION AND TERMINATION BY CONTRACTOR**

### **16.1 Contractor's Entitlement to Suspend Work**

16.1.1 If the Architect fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or Sub-Clause 14.7 [Payment], or not receiving instructions that would enable the contractor to proceed with the works in accordance with the program, the Contractor may, after giving not less than 30 days' notice to the Procuring Entity, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.

16.1.2 The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [Delayed Payment] and to termination under Sub-Clause 16.2 [Termination by Contractor].

16.1.3 If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.

16.1.4 If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

**16.2** After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

### **16.3 Termination by Contractor**

16.3.1 The Contractor shall be entitled to terminate the Contract if:

- a) the Architect fails, within 60 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate,
- b) the Contractor does not receive the amount due under an Interim Payment Certificate within 90 days after the expiry of the time stated in Sub-Clause 14.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Procuring Entity's Claims]),
- c) the Procuring Entity substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,
- d) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or
- e) the Procuring Entity becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.



- f) the Contractor does not receive the Architect instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].

1632 In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Procuring Entity, terminate the Contract. However, in the case of sub-paragraph (f) or (g), the Contractor may by notice terminate the Contract immediately.

1633 The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract otherwise.

#### **164 Cessation of Work and Removal of Contractor's Equipment**

After a notice of termination under Sub-Clause 15.5 [Procuring Entity's Entitlement to Termination for Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:

- a) cease all further work, except for such work as may have been instructed by the Architect for the protection of life or property or for the safety of the Works,
- b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and
- c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

#### **165 Payment on Termination**

After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Procuring Entity shall promptly:

- a) Return the Performance Security to the Contractor,
- b) pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release], and
- c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

### **17. RISK AND RESPONSIBILITY**

#### **17.1 Indemnities**

17.1.1 The Contractor shall indemnify and hold harmless the Procuring Entity, the Procuring Entity's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- a) Bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and
- b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

17.1.2 The Procuring Entity shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property], unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the contractor, the contractor's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

#### **17.2 Contractor's Care of the Works**

17.2.1 The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement

Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Procuring Entity. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Procuring Entity.

1722 After responsibility has accordingly passed to the Procuring Entity, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.

1723 If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 17.3 [Procuring Entity's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.

1724 The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.

### **173 Procuring Entity's Risks**

The risks referred to in Sub-Clause 17.4 [Consequences of Procuring Entity's Risks] below, in so far as they directly affect the execution of the Works in Kenya, are:

- a) War hostilities (whether war be declared or not),
- b) rebellion, riot, commotion or disorder, terrorism, sabotage by persons other than the Contractor's Personnel,
- c) explosive materials, ionizing gradiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such explosives, radiation or radio-activity,
- d) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds,
- e) use or occupation by the Procuring Entity of any part of the Permanent Works, except as may be specified in the Contract,
- f) design of any part of the Works by the Procuring Entity's Personnel or by others for whom the Procuring Entity is responsible, and
- g) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions.

### **174 Consequences of Procuring Entity's Risks**

174.1 If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Architect and shall rectify this loss or damage to the extent required by the Engineer.

1742 If the Contractor suffers delay and/ or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price. In the case of sub-paragraphs (e) and (g) of Sub-Clause 17.3 [Procuring Entity's Risks], Accrued Costs shall be payable.

1743 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

### **175 Intellectual and Industrial Property Rights**

175.1 In this Sub-Clause, "infringement" shall refer to an infringement (or alleged infringement) of any patent, registered design, copyright, trademark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" shall refer to a claim (or proceedings pursuing a claim) alleging an infringement.

1752 Whenever a Party does not give notice to the other Party of any claim within 30 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.

- 1753 The Procuring Entity shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:
- a) An unavoidable result of the Contractor's compliance with the Contract, or
  - b) A result of any Works being ingused by the Procuring Entity:
    - i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or
    - ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.
- 1754 The Contractor shall indemnify and hold the Procuring Entity harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.
- 1755 If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.
- 1756 For operation and maintenance of any plant or equipment installed, the contractor shall grant a non-exclusive and non-transferable license to the Procuring Entity under the patent, utility models, or other intellectual rights owned by the contractor or a third party from whom the contractor has received the rights to grant sub-licenses and shall also grant to the Procuring Entity a non-exclusive and non-transferable right (without the right to sub-license) to use the know-how and other technical information disclosed to the contractor or under the contract. Nothing contained here-in shall be construed as transferring ownership of any patent, utility model, trademark, design, copy right, know-how or other intellectual rights from the contractor or any other third party to the Procuring Entity.

## **17.6 Limitation of Liability**

- 176.1 Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contractor for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4(b) [Consequences of Procuring Entity's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].
- 176.2 The total liability of the Contractor to the Procuring Entity, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Procuring Entity's Equipment and Free-Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in **the Special Conditions of Contract**, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount.
- 176.3 This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

## **17.7 Use of Procuring Entity's Accommodation/Facilities**

- 177.1 The Contractor shall take full responsibility for the care of the Procuring Entity provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).
- 177.2 If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Procuring Entity is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.

## **18 INSURANCE**

### **18.1 General Requirements for Insurances**

- 18.1.1 In this Clause, "insuring Party" means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.



- 18.12 Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Procuring Entity. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.
- 18.13 Wherever the Procuring Entity is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.
- 18.14 If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Procuring Entity shall act for Procuring Entity's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.
- 18.15 Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.
- 18.16 The relevant insuring Party shall, within the respective periods stated in **the Special Conditions of Contract** (calculated from the Commencement Date), submit to the other Party:
- a) Evidence that the insurances described in this Clause have been effected, and
  - b) copies of the policies for the insurances described in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property].
- 18.17 When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer.
- 18.18 Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.
- 18.19 Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.
- 18.1.10 If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.
- 18.1.11 Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Procuring Entity, under the other terms of the Contract otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Procuring Entity.
- 18.1.12 Procuring Entity in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.
- 18.1.13 Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Procuring Entity's Claims] or Sub-Clause 20.1 [Contractor's Claims], as applicable.
- 18.1.14 The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause 18) with insurers from any eligible source country.

## 182 Insurance for Works and Contractor's Equipment

- 182.1 The insuring Party shall insure the Works, Plant, Material and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.
- 182.2 The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Clause 11 [Defects Liability]).
- 182.3 The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.
- 182.4 Unless otherwise stated in the Special Conditions, insurances under this Sub-Clause:
- a) Shall be effected and maintained by the Contractor as insuring Party,
  - b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage,
  - c) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Procuring Entity's Risks],
  - d) shall also cover, to the extent specifically required in the tendering documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Procuring Entity of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (c), (g) and (h) of Sub-Clause 17.3 [Procuring Entity's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated in **the Special Conditions** of Contract (if an amount is not so stated, this sub-paragraph (d) shall not apply), and
  - e) may however exclude loss of, damage to, and reinstatement of:
    - i) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),
    - ii) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,
    - iii) a part of the Works which has been taken over by the Procuring Entity, except to the extent that the Contractor is liable for the loss or damage, and
    - iv) Goods while they are not in Kenya, subject to Sub-Clause 14.5 [Plant and Materials intended for the Works].
- 182.5 If, more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Procuring Entity, with supporting particulars. The Procuring Entity shall then (i) be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 18.1 [General Requirements for Insurances].

## 183 Insurance against Injury to Persons and Damage to Property

- 183.1 The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.
- 183.2 This insurance shall be for a limit per occurrence of not less than the amount stated in **the Special Conditions of Contract**, with no limit on the number of occurrences. If an amount is not stated in the **Special Conditions of Contract**, this Sub-Clause shall not apply.
- 183.3 Unless otherwise stated in the Special Conditions, the insurances specified in this Sub-Clause:
- a) Shall be effected and maintained by the Contractor as insuring Party,

- b) shall be in the joint names of the Parties,
- c) shall be extended to cover liability for all loss and damage to the Procuring Entity's property (except things insured under Sub-Clause 18.2) arising out of the Contractor's performance of the Contract, and
- d) may however exclude liability to the extent that it arises from:
  - i) the Procuring Entity's right to have the Permanent Works executed on, over, under, in or
  - ii) through any land, and to occupy this land for the Permanent Works,
  - iii) damage which is an unavoidable result of the Contractor's obligations to execute the
  - iv) Works and remedy any defects, and
  - v) a cause listed in Sub-Clause 17.3 [Procuring Entity's Risks], except to the extent that cover is available at commercially reasonable terms.

#### **184 Insurance for Contractor's Personnel**

- 184.1 The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.
- 184.2 The insurance shall cover the Procuring Entity and the Architect against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Procuring Entity or of the Procuring Entity's Personnel.
- 184.3 The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

### **19. FORCE MAJEURE**

#### **19.1 Definition of Force Majeure**

- 19.1.1 In this Clause, "Force Majeure" means an exceptional event or circumstance:
  - a) Which is beyond a Party's control,
  - b) Which such Party could not reasonably have provided against before entering into the Contract,
  - c) which, having arisen, such Party could not reasonably have avoided or overcome, and
  - d) which is not substantially attributable to the other Party.
- 19.1.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
  - a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
  - b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
  - c) riot, commotion, disorder, strike or lock out by persons other than the Contractor's Personnel,
  - d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
  - e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

#### **19.2 Notice of Force Majeure**

- 19.2.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.
- 19.2.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.
- 19.2.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

#### **19.3 Duty to Minimize Delay**

Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected

by the Force Majeure.

#### **194 Consequences of Force Majeure**

194.1 If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/ or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 19.1 [Definition of Force Majeure] and, in sub-paragraphs (ii) to (iv), occurs in Kenya, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment].

194.2 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

#### **195 Force Majeure Affecting Subcontractor**

If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

#### **196 Optional Termination, Payment and Release**

196.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment].

196.2 Upon such termination, the Architect shall determine the value of the work done and issue a Payment Certificate which shall include:

- a) The amounts payable for any work carried out for which a price is stated in the Contract;
- b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Procuring Entity when paid for by the Procuring Entity, and the Contractor shall place the same at the Procuring Entity's disposal;
- c) other Cost or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;
- d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and
- e) the Cost of repatriation of the Contractor's staff and lab or employed wholly in connection with the Works at the date of termination.

#### **197 Release from Performance**

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

- a) The Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
- b) The sum payable by the Procuring Entity to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.

## **20 SETTLEMENT OF CLAIMS AND DISPUTES**

### **20.1 Contractor's Claims**

- 20.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 20.1.2 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.
- 20.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 20.1.4 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 Engineer. Without admitting the Procuring Entity's liability, the Architect 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 Architect to inspect all these records and shall (if instructed) submit copies to the Engineer.
- 20.1.5 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 Engineer, the Contractor shall send to the Architect 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 Architect may reasonably require; and
  - c) The Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.
- 20.1.6 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 Architect and approved by the Contractor, the Architect shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 20.1.7 Within the above defined period of 42 days, the Architect shall proceed in accordance with Sub-Clause 3.5 [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.
- 20.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
- 20.1.9 If the Architect does not respond within the time frame defined in this Clause, either Party may consider that the claim is rejected by the Architect and any of the Parties may refer the dispute for amicable settlement in accordance with Clause 20.3.
- 20.1.10 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 20.3.



## **20.2 Procuring Entity's Claims**

- 20.1 If the Procuring Entity considers itself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Procuring Entity or the Architect shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Procuring Entity's Equipment and Free-Issue Materials], or for other services requested by the Contractor.
- 20.2 The notice shall be given as soon as practicable and no longer than 30 days after the Procuring Entity became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.
- 20.3 The particulars shall specify the Clause or other basis of the claim and shall include substantiation of the amount and/or extension to which the Procuring Entity considers itself to be entitled in connection with the Contract. The Architect shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the amount (if any) which the Procuring Entity is entitled to be paid by the Contractor, and/or (ii) the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 11.3 [Extension of Defects Notification Period].
- 20.4 This amount may be included as a deduction in the Contract Price and Payment Certificates. The Procuring Entity shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.

## **20.3 Amicable Settlement**

Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 20.1 above should move to commence arbitration after 60 days from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

## **20.4 Matters that may be referred to arbitration**

Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:

- a) Whether or not the issue of an instruction by the Architect is empowered by these Conditions.
- b) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- c) Any dispute arising in respect of risks arising from matters referred to in Clause 17.3 and Clause 19.
- e) 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.

## **20.5 Arbitration**

- 20.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.3 shall be finally settled by arbitration.
- 20.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 20.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 20.4 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.

- 2055 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 require mentor notice had been given.
- 2056 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Architect from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 2057 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.
- 2057 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Architect shall not be altered by reason of any arbitration being conducted during the progress of the Works.
- 2058 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.

## **20.6 Arbitration with National Contractors**

- 2061 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
- 2062 The institution written to first by the aggrieved party shall take precedence over all other institutions.

## **20.7 Arbitration with Foreign Contractors**

- 2071 Arbitration with foreign contractors shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.
- 2072 The place of arbitration shall be a location specified in the SCC; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

## **20.8 Alternative Arbitration Proceedings**

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

## **20.9 Failure to Comply with Arbitrator's Decision**

- 2091 The award of such Arbitrator shall be final and binding upon the parties.
- 2092 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.

## **20.10 Contract operations to continue**

Notwithstanding any reference to arbitration herein,

- 1.1.1 the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- 1.1.2 the Procuring Entity shall pay the Contractor any monies due the Contractor.



# **SPECIAL CONDITIONS OF** **CONTRACT (SCC)**

## Section IX - Special Conditions of Contract

The following Special Conditions shall supplement the GCC. Whenever there is a conflict, the provisions here in shall prevail over those in the GCC.

Conditions	Sub-Clause	Data
<b>Part A - Contract Data</b>		
Procuring Entity's name and address	Heading	<b>NATIONAL HOUSING CORPORATION of P.O.BOX 30257-00100 GPO NAIROBI NHC HOUSE AGHA KHAN WALK NAIROBI</b>
Name and Reference No. of the Contract	Heading and 1.1	<b>PROPOSED REPAIRS AND REHABILITATION WORKS TO NATIONAL HOUSING CORPORATION (NHC) BUILDING AT AGHAKAN WALK - NAIROBI COUNTY. TENDER NO. NHC/TECH/029/2023-2024</b>
Engineers Name and address	Heading and 3.1.1	<b>The Project Manager replaces the Engineer and the Architect where they appear in the Conditions of Contract.</b>
Contractor's Representative's name	4.3.1	<i>To be inserted in the tender document</i>
Key Personnel names	16.9.1	<i>To be communicated by the Procuring Entity</i>
Time for Completion	1.1.	..... (WEEKS)
Defects Notification Period	1.1	<b>Six Months from Practical Completion Date.</b>
Sections	1.1	<b>NOT APPLICABLE</b>
Taking Over Certificate	1.1	<b>Taking Over Certificate shall refer to the Certificate of Practical Completion.</b>
Final Statement	1.1 & 14.11.2 & 14.12	<b>Final Statement shall refer to the Final Account Statement</b>
Time for the Parties entering into a Contract Agreement	1.6	<b>Within 14 days</b>
Commencement Date	8.1.1	<b>Notice to Commence to be communicated by the Project Manager</b>
Time for access to the Site	2.1.1	<b>No later than the Commencement Date</b>
Permits, Licenses or Approvals	2.2	<b>NOT APPLICABLE</b>
Procuring Entity's Personnel	2.3	<b>NOT APPLICABLE</b>
Architect Duties and Authority	3.1.6 (b) (ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of <u>0</u> % shall require approval of the Procuring Entity.
Replacement of the Engineer	3.4	<b>NOT APPLICABLE</b>
Performance Security	4.2.5	<b>NOT APPLICABLE</b>
Performance Security	4.2.7	<b>NOT APPLICABLE</b>
Performance Security	4.2.1	<b>The performance Security shall be in the form of Bank Guarantee issued by Lincenced Commercial Bank in the tier 1 or 2 Only in the amounts of Ten Percent (10%) of the accepted contract amount in Kenya Shillings.</b>
Other Contractors	4.6	<b>Schedule of other contractors:</b> 1..... 2.....
Normal working hours	6.5	<b>As per the governing Labour Laws</b>

Conditions	Sub-Clause	Data
Delay damages for the Works	8.7 & 14.15(b)	<b>1.The Liquidated Damages for late completion for the works is: Kenya Shillings Twenty Thousand (Kshs.20,000) per week</b>
Works Programme	8.3	<b>Penalty for delay in submission of the works programme or an amended/updated programme is Kshs. 2,000.00 per week</b>
Maximum amount of delay damages	8.7.1	10% of the Contract Amount
Provisional Sums	13.6. (b)(ii)	<b>NOT APPLICABLE</b>
Adjustments for Changes in Legislation	13.8	May be applicable where average overall construction price index from the Kenya National Bureau of Statistics (KNBS) for the period under consideration is more than 50% of the average annual Construction Price Index of the immediately preceding 3years of the Base Date. Where a Contractor seeks to rely on this provision, the Contractor must at his submission of the tender attach a build-up of his rates for key items (such as concreting, steel, timber, formwork) including material input, profit margins and any other factors that have been relied upon to arrive at their rate.
Adjustments for Changes in Cost	13.9	<b>NOT APPLICABLE</b>
Total advance payment	14.2.1	<b>NOT APPLICABLE</b>
Repayment amortization rate of advance payment	14.2.5 (b)	<b>NOT APPLICABLE</b>
Advance Payments	14.7.1 (a) 8.1.1(c)	<b>NOT APPLICABLE</b>
Percentage of Retention	14.3.2 (c)	<b>TEN PERCENT 10%</b>
Limit of Retention Money	14.3.2 (c)	<b>TEN PERCENT 10%</b> of the Accepted Contract Amount
Plant and Materials	14.5.3(b)(i)	<b>NOT APPLICABLE</b>
	14.5.3(c)(i)	<b>NOT APPLICABLE</b>
Minimum Amount of Interim Payment Certificates	14.6.2	<b>NOT APPLICABLE</b>
Publishing source of commercial interest rates for financial charges in case of delayed payment	14.8	<b>CENTRAL BANK OF KENYA</b>
Payment of Retention Money	14.9.5 & 14.9.6	<b>NOT APPLICABLE</b>
Maximum total liability of the Contractor to the Procuring Entity	17.6.2	<b>The product of 1.3 times the Accepted Contract Amount,</b>
Periods for submission of insurance:  a. evidence of insurance and relevant policies	18.1.6	<b>Within 14 days of the execution of Contract agreement and prior to commencement of work.</b>
Maximum amount of deductibles for insurance of the Procuring Entity's risks	18.2.4 (d)	<b>NOT APPLICABLE</b>
Minimum amount of third-party insurance	18.3.2	<b>KShs. 5,000,000.00</b>
Minimum amount for personal injury or death	18.4	<b>For the Contractor's Employees is as per The Work Injuries and Benefits Act And for other persons (third party) is Kshs. 5,000,000.00</b>
The place of arbitration	20.7.2	<b>Nairobi, Kenya</b>

# **CONTRACT FORMS**

## SECTION X - CONTRACT FORMS

—CONTRACT AGREEMENT - CA/1 – CA/2

FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD

FORM NO. 2 – REQUEST FOR REVIEW

FORM No. 3-LETTEROF AWARD

FORM No. 4 - CONTRACT AGREEMENT(REPLACED WITH FORM ABOVE)

FORM No. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

FORM No. 6- PERFORMANCE SECURITY [Option 2– Performance Bond]

FORM No. 7 - ADVANCE PAYMENT SECURITY

FORM No. 8 - RETENTION MONEY SECURITY

## **CONTRACT AGREEMENT**

THIS AGREEMENT, made the ..... day of .....2024,  
Between **NATIONAL HOUSING CORPORATION** of P.O. BOX 30257-00100 GPO  
NAIROBI whose registered office is situated at NHC HOUSE AGHA KHAN WALK  
NAIROBI {hereinafter called 'The Procuring Entity'} of the one part AND  
..... of P.O. BOX .....  
whose registered office is situated at .....  
.....{hereinafter called 'The Contractor'} of the other part.

WHEREAS the Procuring Entity desires that the Works known as **PROPOSED REPAIRS  
AND REHABILITATION WORKS TO NATIONAL HOUSING CORPORATION  
(NHC) BUILDING AT AGHA KHAN WALK NAIROBI COUNTY** should be executed  
by the Contractor and has accepted the Tender submitted by the Contractor for the  
execution and completion of such Works for the Contract Price of  
**KSHS.....**{Kenya Shillings.....  
.....} with a Completion period of.....{.....} weeks.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents
  - a. Notification of Award
  - b. Form of Tender
  - c. Addenda no.'s .....
  - d. Special Conditions of Contract
  - e. General Conditions of Contract
  - f. Specifications
  - g. Drawings
  - h. Priced Bills of Quantities and
  - i. Completed Schedules and other Documents forming part of the Contract

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the works and remedy any 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 first before written.

The Common seal of National Housing Corporation was hereunto affixed in the presence of: -

(i) Managing Director.....  
Signature  
ID NO..... PIN NO.....

(ii) Chairman.....  
Signature  
ID NO..... PIN NO.....

Sealed with the Common Seal of Contractor:-

In the presence of (i) Director.....

Address .....

Signature .....

(ii) Director/Secretary.....

Address .....

Signature .....

## **FORM No 1: NOTIFICATION OF INTENTION TO AWARD OF CONTRACT**

This Notification of Award shall be sent to each Tenderer that submitted a Tender and was not successful. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

### **FORMAT**

1. For the attention of Tenderer's Authorized Representative

- i) Name: *[insert Authorized Representative's name]*
- ii) Address: *[insert Authorized Representative's Address]*
- iii) Telephone: *[insert Authorized Representative's telephone/fax numbers]*
- iv) Email Address: *[insert Authorized Representative's email address]*

*[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]*

2. Date of transmission: *[email]* on *[date]* (local time)

This Notification is sent by *(Name and designation)* \_\_\_\_\_

3. Notification of Award

- i) Procuring Entity: *[insert the name of the Procuring Entity]*
- ii) Project: *[insert name of project]*
- iii) Contract title: *[insert the name of the contract]*
- iv) 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 by submitting a Procurement-related Complaint in relation to the decision to award the contracts.

- a) The successful tenderers

i) Name of successful Tender \_\_\_\_\_

ii) Address of the successful Tender \_\_\_\_\_

iii) Contract price of the successful Tender Kenya Shillings \_\_\_\_\_  
(in words \_\_\_\_\_)

- b) The reasons for your tender being unsuccessful are as follows:

- c) 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.



SNo	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

#### 5. How to request a debriefing

- a) DEADLINE: The dead line to request a debriefing expires at midnight on *[insert date]* (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (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 [www.ppra.go.ke](http://www.ppra.go.ke).

You should read these documents before preparing and submitting your complaint.

- e) There are four essential requirements:
  - i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process and is the recipient of a Notification of Intention to Award.
  - ii) The complaint can only challenge the decision to award the contract.
  - iii) You must submit the complaint within the period stated above.
  - iv) You must include, in your complaint, all of the information required to support your complaint.

## 7. **Standstill Period**

- i) DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
- ii) The Standstill Period lasts 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:** \_\_\_\_\_

## 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 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 there in,

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - a) the Notification of Award
  - b) the Form of Tender
  - c) the addenda Nos..... (if any)
  - d) the Special Conditions of Contract
  - e) the General Conditions of Contract;
  - f) the Specifications
  - g) the Drawings; and
  - h) the completed Schedules and any other documents forming part of the contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor here by covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity here by covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects there in, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with the  
Laws of Kenya on the day, month and year specified above.

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, here by 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 ..... 20.....<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 in stead 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 Oblige (hereinafter called “the Procuring Entity”) in the amount of \_\_\_\_\_ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments there to, which to the extent here in provided for, are by reference made part here of and are here in after referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
  - a) Complete the Contract in accordance with its terms and conditions; or
  - b) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make a 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
  - c) Pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions upto a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named here in or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has here unto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly at tested by the signature of his legal representative, this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

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, here by 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, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, <sup>2</sup> \_\_\_\_\_, <sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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[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.

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<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 upto the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* \_\_\_\_\_ *[insert amount in words \_\_\_\_\_]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demands 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 there in.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_ *[insert name and address of Applicant's bank]*.
5. This guarantee shall expire no later than the ..... Day of .....<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.

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*[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****(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)****INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.*

Tender Reference No.: \_\_\_\_\_ [insert identification no]

Name of the Tender Title/Description: \_\_\_\_\_ [insert name of the assignment] to:

\_\_\_\_\_ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated \_\_\_\_\_ [insert date of notification of award] to furnish additional information on beneficial ownership: \_\_\_\_\_ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

**Details of Beneficial ownership**

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
<b>1.</b>	Full Name		Directly----- ----- % of shares  Indirectly---- ----- % of shares	Directly..... .....% of voting rights  Indirectly----- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly?:  Direct..... ...  Indirect..... ...	1. Exercises significant influence or control over the Company body of the Company (tenderer)  Yes ----No---- 2. Is this influence or control exercised directly or indirectly?  Direct.....  Indirect.....
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
2.	Full Name		Directly----- ----- % of shares	Directly..... .....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly?:  Direct..... ...  Indirect..... ...	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No---- 2. Is this influence or control exercised directly or indirectly?  Direct.....  Indirect.....
	National identity card number or Passport number					
	Personal Identification Number (where applicable)		Indirectly---- ----- % of shares			
	Nationality(ies)					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
3.  e.t .c						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020. (Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

*Name of the Tenderer: .....\*[insert complete name of the Tenderer]\_\_\_\_\_*

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

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

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

*Date this ..... [insert date of signing] day of..... [Insert month], [insert year]*

Bidder Official Stamp