



KGn-TURK-003-2025

Rfx 5000016722

TENDER FOR CONSTRUCTION OF RESIDENTIAL HOUSING UNITS AT TURKWEL POWER  
STATION – PHASE II

(AGPO YOUTH ENTERPRISES)

Kenya Electricity Generating Company PLC  
Stima Plaza Phase III, Kolobot Road, Parklands  
P.O. BOX 47936-00100  
NAIROBI  
Website: [www.kengen.co.ke](http://www.kengen.co.ke)

March, 2025

## INVITATION TO TENDER

PROCURING ENTITY: **KENYA ELECTRICITY GENERATING COMPANY PLC:**

CONTRACT NAME AND DESCRIPTION: **Tender for Construction of Residential Housing Units at Turkwel Power Station – Phase II**

KenGen PLC invites sealed tenders from eligible candidates for the **Tender for Construction of Residential Housing Units at Turkwel Power Station – Phase II**, whose specifications are detailed in the Tender Document.

Tendering will be conducted under **Open competitive** method to **AGPO Youth enterprises** using a standardized tender document. Tendering is open to all qualified and interested Tenderers

Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours [**0800 to 1700 hours**] at the address given below.

General Manager, Supply Chain

Tel: (254) (020) 3666000

Email: [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke); Cc:-[dkorir@kengen.co.ke](mailto:dkorir@kengen.co.ke); [cbarasa@kengen.co.ke](mailto:cbarasa@kengen.co.ke)

Tender documents may be viewed and downloaded for free from the website [www.kengen.co.ke](http://www.kengen.co.ke) and/or on E-procurement <https://eprocurement.kengen.co.ke:50001/irj/portal> Tenderers who download the tender document must forward their particulars immediately to ([tenders@kengen.co.ke](mailto:tenders@kengen.co.ke), 0711036000 and P.O.BOX 47936-00100 postal address) to facilitate any further clarification or addendum.

Bidders who are unable to download the tender documents from the website may collect them from any KenGen Supply Chain Office upon payment of a non-refundable fee of **KShs. 1, 000.00** paid via **M pesa, pay bill no. 400200** and account no. **01120069076000**, then share the MPesa message to KenGen Finance office staff for receipt and issuance of official receipt or through a banker's cheque and payable to the address given below.

Tender Security is Not Applicable. Bidders will be required to complete and sign the Tender Securing Declaration Form annexed to this tender document.

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

***There shall be a Mandatory Site Visit on 1<sup>st</sup> April,2025 at Turkwel Power Station starting from 10.00 a.m.to 2:00 pm.***

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

Completed tenders must be submitted **online** on or before **15<sup>th</sup> April,2025 at 10.00 a.m.**

Electronic Tenders *will be permitted through our e-procurement platform found at [www.kengen.co.ke](http://www.kengen.co.ke) (<https://eprocurement.kengen.co.ke:50001/irj/portal> on or before **15<sup>th</sup> April,2025 at 10.00 a.m.***

Firefox Mozilla is the preferred web browsers.

[Hard copies of the tender document **shall not be permitted**]

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

**Late tenders will be rejected**

The addresses referred to above are:

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

Physical address for hand Courier Delivery to an office or Tender Box (City, Street Name, Building, Floor Number and Room)

Kenya Electricity Generating Company PLC  
Stima Plaza Phase III, Kolobot Road, Parklands  
P.O. BOX 47936-00100  
[tenders@kengen.co.ke](mailto:tenders@kengen.co.ke).

**b. Address for Opening of Tenders.**

General Manager, Supply Chain  
Kenya Electricity Generating Company PLC  
Stima Plaza Phase III, Kolobot Road, Parklands  
P.O. BOX 47936-00100  
6<sup>th</sup> Floor

**NOTE: Public Procurement Capacity Building Levy**

Pursuant to the enactment of the Legal Notice No. 206 on Public Procurement and Asset Disposal Act 2015, Section 3 (1), KenGen shall retain the Public Procurement Capacity Building Levy at the rate of zero point zero three per centum (0.03%) of the value of the signed contract *exclusive of applicable taxes*. effective 1<sup>st</sup> **September, 2024**. Payment of the submitted invoices shall therefore be made minus this Levy.

*KenGen adheres to high standards of integrity in its business operations.*

*Report any unethical behavior immediately to any of the provided anonymous hotline service.*

*1) Call Toll Free: 0800722626;*

*2) Free-Fax: 00800 007788;*

*3) Email: [kengen@tip-offs.com](mailto:kengen@tip-offs.com)*

*4) Website: [www.tip-offs.com](http://www.tip-offs.com)*

**GENERAL MANAGER, SUPPLY CHAIN**

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**PART I – TENDERING PROCEDURES**

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## SECTION I – INSTRUCTIONS TO TENDERERS

### A. General Provisions

#### 1. Scope of Tender

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

1.2 Throughout this tendering document:

a) The term –in writing 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 –plura|| 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 Fraud and Corruption

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

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

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

2.4 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender being tendered for. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

#### 3 Eligible Tenderers

3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.7 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of all the

members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.

- 3.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 3.3 A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:
  - a) Directly or indirectly controls, is controlled by or is under common control with another tenderer; or
  - b) Receives or has received any direct or indirect subsidy from another tenderer; or
  - c) Has the same legal representative as another tenderer; or
  - d) Has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process; or
  - e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender; or
  - f) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer for the Contract implementation; or
  - g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document or
  - h) Has a close business or family relationship with a professional staff of the Procuring Entity who:
    - i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
    - ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.
- 3.4 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved any of these practices shall be automatically disqualified.
- 3.5 A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
- 3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8.A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub- consultants for any part of the Contract including related Services.
- 3.7 Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA [www.ppra.go.ke](http://www.ppra.go.ke).

- 3.8 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are accredited by PPRA to be (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.
- 3.9 A Firms and individuals may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 3.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is provided in *“SECTION III – EVALUATION AND QUALIFICATION CRITERIA, Item 9”*.
- 3.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan Citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 3.12 The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website [www.nca.go.ke](http://www.nca.go.ke).
- 3.13 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke)
- 3.14 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

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

- 4.1 Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not eligible under ITT 3.9. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.
- 4.2 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

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

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

- 5.2 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings and obtain all information that may be necessary for preparing the tender and entering a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.
- 5.3 The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity against all liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the inspection.
- 5.4 The tenderer shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including charts, as necessary or required.

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

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

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

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

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

#### **PART 2 Works Requirements**

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

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

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

- 6.2 The Invitation to Tender Document (ITT) issued by the Procuring Entity is not part of the Contract documents.
- 6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 8. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document and to furnish with its Tender all information and documentation as is required by the Tender document.

### **7 Site Visit**

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

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

- 8.1 The Procuring Entity shall specify in the TDS if a pre-tender meeting will be held, when and where.



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

- 8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the TDS before the meeting.
- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pretender site visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.
- 8.4 The Procuring Entity shall also promptly publish anonym zed (no names) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works at the web page identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-tender meeting and the pre-arranged pretender site visit, shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

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

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

## **10 Amendment of Tendering Document**

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

## **C. Preparation of Tenders**

### **11 Cost of Tendering**

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

### **12 Language of Tender**

- 12.1 The Tender, as well as all correspondence and documents relating to the tender exchanged by the

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

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

13.1 The Tender shall comprise the following:

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

13.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement. The Tenderer shall chronologically serialize pages of all tender documents submitted.

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

13.4 All bidders are obliged to visit the dam prior to submitting their proposal in order to get a better understanding of the local conditions.

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

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

### **15 Alternative Tenders**

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

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

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

## **16 Tender Prices and Discounts**

- 16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Bill of Quantities shall conform to the requirements specified below.
- 16.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Procuring Entity. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Tender, and provided that the Tender is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.
- 16.3 The price to be quoted in the Form of Tender, in accordance with ITT 14.1, shall be the total price of the Tender, including any discounts offered.
- 16.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 14.1.
- 16.5 It will be specified in the TDS if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, except in cases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.
- 16.6 Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 16.4, provided the Tenders for all lots (contracts) are opened at the same time.
- 16.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.

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

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

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

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

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

- 19.1 Tenderers shall complete the Form of Tender, included in Section IV, Tender Forms, to establish Tenderer's eligibility in accordance with ITT 4.
- 19.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.
- 19.3 A margin of preference will not be allowed. Preference and reservations will be allowed, individually or in joint ventures. Applying for eligibility for Preference and reservations shall supply all

information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.

- 19.4 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.
- 19.5 The purpose of the information described in ITT 19.4 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 19.6 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 19.7 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 19.8 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 19.9 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- 19.10 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

## **20 Period of Validity of Tenders**

- 20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 24). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 21.1, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 20.3.
- 20.3 If the award is delayed by a period exceeding the number of days to be specified in the TDS days beyond the expiry of the initial tender validity period, the Contract price shall be determined as

follows:

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

## **21 Tender Security**

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

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

21.2.1 an unconditional Bank Guarantee issued by reputable commercial bank); or

21.2.2 an irrevocable letter of credit;

21.2.3 a Banker's cheque issued by a reputable commercial bank; or

21.2.4 another security specified **in the TDS**,

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

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

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

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

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

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

21.7.2 if the successful Tenderer fails to:

21.7.2.1 sign the Contract in accordance with ITT 50; or

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

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

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

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

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

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

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

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

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

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

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

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

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

23.1.1 in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 11; and

23.1.2 in an envelope or package or container marked “COPIES”, all required copies of the Tender; and

23.1.3 if alternative Tenders are permitted in accordance with ITT 15, and if relevant:

23.1.3.1 in an envelope or package or container marked “ORIGINAL – ALTERNATIVE TENDER”, the alternative Tender; and

23.1.3.2 in the envelope or package or container marked “COPIES – ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

a) bear the name and address of the Procuring Entity.

b) bear the name and address of the Tenderer; and

c) bear the name and Reference number of the Tender.

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

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

- 24.1 Tenders must be received by the Procuring Entity at the address specified in the **TDS** and no later than the date and time also specified in the **TDS**. When so specified in the **TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the **TDS**.
- 24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Documents in accordance with ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **25 Late Tenders**

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

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

- 26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 22.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
- 26.1.1 prepared and submitted in accordance with ITT 22 and ITT 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- 26.1.2 received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 24.
- 26.2 Tenders requested to be withdrawn in accordance with ITT 26.1 shall be returned unopened to the Tenderers.
- 26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

## **27 Tender Opening**

- 27.1 Except in the cases specified in ITT 23 and ITT 26.2, the Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified in the **TDS**, in the presence of Tenderers' designated representatives who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 24.1, shall be as specified in the **TDS**.
- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelopes with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 27.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 27.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

- 27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS**.
- 27.7 At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 25.1).
- 27.8 The Procuring Entity shall prepare minutes of the Tender Opening that shall include, as a minimum:
- 27.8.1 the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- 27.8.2 the Tender Price, per lot (contract) if applicable, including any discounts;
- 27.8.3 any alternative Tenders;
- 27.8.4 the presence or absence of a Tender Security, if one was required.
- 27.8.5 number of pages of each tender document submitted.
- 27.9 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers upon request.

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

#### **28 Confidentiality**

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

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

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

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

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



- 30.1.1 “Deviation” is a departure from the requirements specified in the tender document;
- 30.1.2 “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and
- 30.1.3 “Omission” is the failure to submit part or all of the information or documentation required in the Tender document.

### **31 Determination of Responsiveness**

- 31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 13.
- 31.2 A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, **reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:**
  - 31.2.1 affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
  - 31.2.2 limit in any substantial way, inconsistent with the tender document, the Procuring Entity's rights or the tenderer's obligations under the proposed contract; or
  - 31.2.3 if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.
- 31.3 The Procuring Entity shall examine the technical aspects of the tender submitted in accordance with ITT 18, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.
- 31.4 If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

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

- 32.1 Provided that a tender is substantially responsive, the Procuring Entity may waive any non-conformities in the tender.
- 32.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the tenderer submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial non-conformities in the tender related to documentation requirements. Requesting information or documentation on such non- conformities shall not be related to any aspect of the price of the tender. Failure of the tenderer to comply with the request may result in the rejection of its tender.
- 32.3 Provided that a tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the **TDS**.

### **33 Arithmetical Errors**

- 33.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment, or amendment in any way by any person or entity.
- 33.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
  - 33.2.1 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.
  - 33.2.2 Any errors in the submitted tender arising from a miscalculation of unit price, quantity, and subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and

shall lead to disqualification of the tender as non-responsive. and

33.2.3 if there is a discrepancy between words and figures, the amount in words shall prevail

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

#### **34 Currency Provisions**

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

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

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

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

#### **36 Nominated Subcontractors**

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

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

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

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

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

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

37.2.1 price adjustment due to discounts offered in accordance with ITT 16;

37.2.2 converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 39;

37.2.3 price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 30.3; and

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

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

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

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

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

### **39 Abnormally Low Tenders**

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

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

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

### **40 Abnormally High Tenders**

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

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

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

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

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

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

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

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

41.2.4 reject the Tender.

## **42 Qualifications of the Tenderer**

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

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

42.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

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

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

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

## **43 Best Evaluated Tender**

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

43.1.1 Most responsive to the Tender document; and

43.1.2 the lowest evaluated price.

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

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

## **F. Award of Contract**

### **45 Award Criteria**

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

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

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

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

#### **47 Standstill Period**

- 47.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 47.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

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

- 48.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 46, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.
- 48.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending **such a debriefing meeting**.

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

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

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

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

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

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

#### **52 Performance Security**

- 52.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 40.2 (b), using the

Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

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

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

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

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

- a) name and address of the Procuring Entity;
- b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) the name of the successful Tenderer, the final total contract price, the contract duration.
- d) dates of signature, commencement and completion of contract;
- e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

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

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

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

## SECTION II – TENDER DATA SHEET (TDS)

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	The name of the contract is: <b>Tender for Construction of Residential Housing Units at Turkwel Power Station – Phase II</b>  The reference number of the Contract is: <b>KGN-TURK-003-2025</b>  The Procuring Entity is <i>Kenya Electricity Generating Company PLC</i>

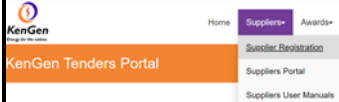
ITT  
2.1(a)

**Electronic –Procurement System**

The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process via  
[www.kengen.co.ke (<https://eprocurement.kengen.co.ke:50001/irj/portal>)]

**Internet Explorer and Firefox Mozilla are the Preferred web browsers.**

1.For suppliers registering for the first time using the link  
[https://supplierregistration.kengen.co.ke:4302/slc\\_selfreg\(bD11biZjPTMwMCZkPW1pbg==\)/bspwdapplication.do#VIEW\\_ANCHOR-ROS\\_TOP](https://supplierregistration.kengen.co.ke:4302/slc_selfreg(bD11biZjPTMwMCZkPW1pbg==)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP) ensure the “Public Tender” checkbox is ticked so that the login details are sent to suppliers automatically



2.It is a mandatory requirement that all documents are uploaded to the SRM System through the link: <https://eprocurement.kengen.co.ke:50001/irj/portal> , log-in to access the published events under ‘RFX and Auctions’ tab.

After clicking on the Event Number, then click on Register (for Open tenders), then click on ‘Create Response’, bidders to click on ‘Technical RFX Response’ tab to access the cfolder page to upload your document.

**Instructions to Bidders: Caution on Uploading Bid Documents**

a. **Preferred Submission Method:** Bidders are advised to use the C-Folder for submitting their tenders. This platform is specifically designed to handle bulky technical bid documents of up to 99MB per file.

b. **Exceeding File Size Limit:** In the event that the bid response exceeds the 99MB limit: -

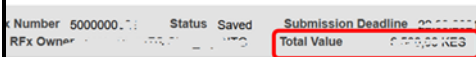
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Split the documents into two or more separate files before submission. This ensures the integrity of the tendering process and accurate evaluation of all necessary information.

c. Bids uploaded on **Notes and Attachments" Tab** may have a transmission failure and the bid may not be successfully received through the system and KenGen will not be held accountable for failure to transmit on eProcurement portal.

d. **Assistance and Inquiries:** For any questions or further assistance, bidders are encouraged to reach out to the team at least 24 hours before submission deadline through [eprocurement@kengen.co.ke](mailto:eprocurement@kengen.co.ke); or [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke); or visit our offices through the Karibu Centre.

- Prices **MUST** be entered under item tab of the RFX and **MUST** be similar to the prices in the price Schedule.

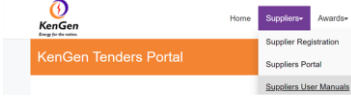


- Bidders should confirm on the supplier portal that the status of their RFX response shows “Submitted” and not “Saved” to ensure their RFX response is submitted.

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status
5000000001	Test Bid Invite Submitted to Bidders	Open Tendering	Published		22.09.2024	6000000001	Saved
5000000002	Test 4: Bid Invite in sus portal	Open Tendering	Published		15.02.2024	6000000002	Submitted

- Bidders who have submitted their bids should not click on **WITHDRAW** but click on **EDIT** to amend their bid response with appropriate changes if they desire to do so.



ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<ul style="list-style-type: none"> <li>Manuals to guide on the bidding process are accessible via the KenGen Tenders Portal.</li> </ul>  <p>Bidders to note that system challenges/support related to bid submission issues shall be addressed to <a href="mailto:eprocurement@kengen.co.ke">eprocurement@kengen.co.ke</a> tender closing date and time.</p>
ITT 2.4	<p>The Information made available on competing firms is as follows:</p> <ol style="list-style-type: none"> <li>Site Drawings</li> </ol> <hr/> <p>House Plans and section details</p>
ITT 3.1	<p>Maximum number of members in the <b>Joint Venture (JV)</b> shall be maximum 3. No firm can participate in more than one JV for purposes of this tender.</p>
<b>B. Contents of Tender Document</b>	
8.1	<p><b><i>There shall be a Mandatory Site Visit on 1st April, 2025 at Turkwel Power Station starting from 10.00 a.m. to 2:00 pm</i></b></p>
ITT 8.2	<p>The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than 7 days before the closing date</p> <p>Web page: <a href="http://www.kengen.co.ke">www.kengen.co.ke</a></p>
ITT 8.4	<p>The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre-arranged pretender site visit will be published is <a href="http://www.kengen.co.ke">www.kengen.co.ke</a></p>
ITT 9.1	<p>For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is:</p> <p>General Manager Supply Chain  Kenya Electricity Generating Company PLC  Stima Plaza Phase III, Kolobot Road, Parklands  P.O. BOX 47936-00100  Ground Floor  Email: <a href="mailto:tenders@kengen.co.ke">tenders@kengen.co.ke</a>, <a href="mailto:dkorir@kengen.co.ke">dkorir@kengen.co.ke</a> <a href="mailto:cbarasa@kengen.co.ke">cbarasa@kengen.co.ke</a></p>
<b>C. Preparation of Tenders</b>	
ITT 13.1 (h)	<p>The Tenderer shall submit the following additional documents in its Tender: N/a</p>
ITT 15.2	<p>Alternative times for completion <b><i>shall not be permitted.</i></b></p>
ITT 16.5	<p>The prices quoted by the Tenderer <b>shall not</b> be subject to adjustment during the performance of the Contract.</p>
ITT 17	<p>Foreign currency requirements is <b>allowed in a freely convertible currency</b></p>
ITT 20.1	<p>The Tender validity period shall be <b>154 days from the tender closing date.</b></p>

ITT Referenc e	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 21.1	<p>A Tender Security <b>shall not be required.</b></p> <p>A Tender-Securing Declaration <b>shall be required.</b></p> <p>The tenderer will be required to complete a <b>Duly filled, signed and stamped Tender Securing Declaration form</b> attached in the standard forms of the tender document</p>
ITT 21.5	<p>The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined nonresponsive, or a bidder declines to extend tender validity period.</p>
ITT 22.3	<p>The written confirmation of authorization to sign on behalf of the Tenderer shall consist of:</p> <p>The name and description of the documentation required to demonstrate the authority of the signatory to sign the bid such as a Power of Attorney, a special (Directors') resolution signed by two company directors, or by a director and the company secretary: and</p> <p>In the case of bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with Instruction to Tenderers, and (ii) nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the contract, during contract execution.</p>
D. Submission and Opening of Tenders	

ITT 24.1

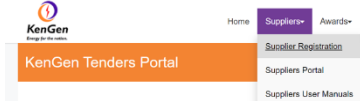
**SUBMISSION OF TENDERS:**

***Electronic –Procurement System***

The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process via [www.kengen.co.ke](http://www.kengen.co.ke) (<https://eprocurement.kengen.co.ke:50001/irj/portal/>)

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- It is a mandatory requirement all Documents MUST be uploaded to the SRM System through the link <https://eprocurement.kengen.co.ke:50001/irj/portal> found on [www.kengen.co.ke](http://www.kengen.co.ke).



After clicking on the Event Number, then click on Register (for Open tenders), then click on ‘Create Response’, bidders to click on ‘Technical RFX Response’ tab to access the cfolder page to upload your document.

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**b. Exceeding File Size Limit:** In the event that the bid response exceeds the **99MB limit:** -

**i.** Bidders should try to compress the **pdf file first to file size less than 99MB** and if compressing doesn’t reduce the file size consider option (ii) below.

**ii. Split the documents into two or more** separate files before submission. This ensures the integrity of the tendering process and accurate evaluation of all necessary information.


**c.** Bids uploaded on “Notes and Attachments Tab” may have a transmission failure and the bid may not be successfully received through the system and KenGen will not be held accountable for failure to transmit on eProcurement portal.

**d. Assistance and Inquiries:** For any questions or further assistance, bidders are encouraged to reach out to the team at least 24 hours before submission deadline through [eprocurement@kengen.co.ke](mailto:eprocurement@kengen.co.ke) ; or [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke) ; or visit our offices through the Karibu Centre.

- Prices **MUST** be entered under item tab of the RFX and **MUST** be similar to the prices in the price/BoQ Schedule.



- Bidders should confirm on the supplier portal that the status of their RFX response

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	<p>shows “Submitted” and not “Saved” to ensure their RFX response is submitted.</p> <table border="1" data-bbox="316 309 1284 392"> <thead> <tr> <th>Event Number</th> <th>Event Description</th> <th>Event Type</th> <th>Event Status</th> <th>Start Date</th> <th>End Date</th> <th>Response Number</th> <th>Response Status</th> </tr> </thead> <tbody> <tr> <td>5000000000</td> <td>Test Bid Invite to Bidders</td> <td>Open Tendering</td> <td>Published</td> <td></td> <td>22.09.2024</td> <td>6000000000</td> <td>Saved</td> </tr> <tr> <td>5000000000</td> <td>Test 4 in sus portal</td> <td>Open Tendering</td> <td>Published</td> <td></td> <td>15.02.2024</td> <td>6000000000</td> <td>Submitted</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>Bidders who have submitted their bids should not click on <b>WITHDRAW</b> but click on <b>EDIT</b> to amend their bid response with appropriate changes if they desire to do so.</li> <li>Manuals to guide on the bidding process are accessible via the KenGen Tenders Portal.</li> </ul> <p>Bidders to note that <b>system challenges/support</b> related to bid submission issues shall be addressed to <a href="mailto:eprocurement@kengen.co.ke">eprocurement@kengen.co.ke</a> tender closing date and time.</p>  <p style="text-align: center;"><b>Tender submission date and time</b></p> <p><b>Date: 15<sup>th</sup> April, 2025</b></p> <p><b>Time: 10.00 a.m.</b></p>	Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status	5000000000	Test Bid Invite to Bidders	Open Tendering	Published		22.09.2024	6000000000	Saved	5000000000	Test 4 in sus portal	Open Tendering	Published		15.02.2024	6000000000	Submitted
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ITT 27.1	<p>The <b>Tender opening</b> shall take place at:  <b>Kenya Electricity Generating Company PLC,</b>  <b>6th Floor, KenGen Pension Plaza II,</b>  <b>Kolobot Road, Parklands,</b>  <b>P.O. Box 47936, 00100</b>  <b>NAIROBI.</b></p> <p>Date and time: <b>15<sup>th</sup> April, 2025 at 10.30 a.m.</b></p> <p>Bidders can request for the tender opening minutes of the tender opening session through the following email address <a href="mailto:tenders@kengen.co.ke">tenders@kengen.co.ke</a></p>																								
<b>E. Evaluation, and Comparison of Tenders</b>																									
ITT 33.1	<b>Arithmetical Errors</b> There shall be no correction of errors,																								
	<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: KENYA SHILLINGS</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 tender closing date.</b></p>																								
ITT 35.1	A margin of preference and/or reservation <i>shall not apply.</i>																								
ITT 35.2	The invitation to tender is extended to the following groups that qualify for Reservations: <i>Not applicable.</i>																								
ITT 36.1	At this time, the Procuring Entity <i>“does not intend”</i> to execute certain specific parts of the Works by subcontractors selected in advance.																								

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 36.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: <i>0 % of the total contract amount</i> . Tenderers planning to subcontract more than 10% of total volume of work shall specify, in the Form of Tender, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.
ITT 36.3	<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: N/A</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. N/a</p>
ITT 37.2 (d)	Additional requirements apply. These are detailed in the evaluation criteria <b>in Section III, Evaluation and Qualification Criteria.</b>
ITT 52.3	Performance security shall be 1% of the contract price, for contracts estimated to cost more than Kenya shillings five million shillings.
ITT 54.1	<p>The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ul style="list-style-type: none"> <li>the terms of the Tender Documents;</li> <li>the Procuring Entity's decision to award the contract.</li> </ul>

## SECTION III – EVALUATION AND QUALIFICATION CRITERIA

### A. General Provisions

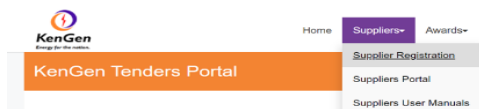
Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

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

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

#### REGISTRATION AND BIDDING PROCESS

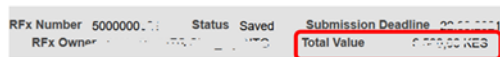
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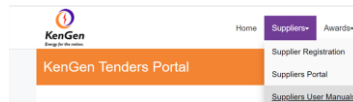
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- Bidders to note that **system challenges/support** related to bid submission issues shall be **addressed to [eprocurement@kengen.co.ke](mailto:eprocurement@kengen.co.ke)** tender closing date and time.

**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.

**B. Preliminary Examination for Determination of Responsiveness**

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

**STAGE 1: MANDATORY REQUIREMENTS**

No	Requirements
MR 1	Copy of Registration Certificate /Certificate of Incorporation
MR 2	Valid copy of the business permit.

No	Requirements
MR 3	Valid tax compliance certificate and KRA Pin Certificate / tax exemption where applicable
MR 4	Copy of a valid CR 12 issued within <b>6 months</b> of tender closure (where applicable)/Not Applicable to sole Proprietors, but attach copy of ID.
MR 5	Duly filled, signed and stamped Tenderer's Eligibility; Confidential Business Questionnaire
MR 6	Valid Registration by the National Construction Authority of NCA 6 and above as a Building Works Contractor
MR 7	Valid and Current NCA 6 Building Works Contractor Practicing Licence
MR 8	Valid Registration by the National Construction Authority of NCA 7 and above as a Electrical, Electronic and Communication Engineering Works Contractor
MR 9	Valid and Current NCA 7 Electrical, Electronic and Communication Engineering Works Contractor Practicing Licence
MR 10	Duly filled, signed and stamped Declaration and Commitment to The Code of Ethics
MR 11	<b>Tender security not Required</b> for this tender However, the tenderer will be required to complete a Duly filled, signed and stamped <b>Tender Securing Declaration form</b> attached in the standard forms of the tender document.
MR 12	Duly filled and signed and stamped Form of Tender
MR 13	Duly filled and signed and stamped Price Schedule/Bill of Quantities
MR 14	Dully filled and stamped Addendum(s)/Clarification(s) issued must be attached (Where Applicable)
MR 15	Site Visit Clearance Certificate confirming the tenderer is conversant with the nature of work. (Attach Site Visit Certificate issued)
MR 16	The Tender <b>MUST</b> be serialized on each page of the bid submitted, <b>Sec.74.1. i. of the PPADA, 2015.</b>
MR 17	The tender has been duly signed by the person lawfully authorized to do so through the <b>tender specific -Power of Attorney.</b>
MR 18	Tender documents Must be submitted through our e-procurement platform found at <a href="https://eprocurement.kengen.co.ke:50001/irj/portal">www.kengen.co.ke (https://eprocurement.kengen.co.ke:50001/irj/portal.</a>
MR 19	Dully filled Qualification form (Attach relevant documentations)
MR 20	Dully filled and signed certificate of independent tender determination
MR 21	Dully filled signed and stamped Self Declaration form that the tenderer is not debarred in the matter of PPADA 2015
MR 22	Dully filled signed and stamped Self Declaration form that the tenderer will not engage in any corrupt or Fraudulent Practice.
MR 23	Dully filled Qualification Form accompanied by the required corresponding attachments.



No	Requirements
MR 24	<p>Those who do not have a capacity can enter into a Joint venture. (where Applicable)</p> <p><b>In case of JV, Joint venture Agreement MUST be Dully filled, signed and stamped.</b></p> <p><b>The Maximum number of Members in the JV should be Three (3)</b></p> <p><b>Duly filled Tenderer's JV Members Information Form.</b></p> <p>In case of Joint venture (JV), <b>Mandatory requirements; MR 1, MR 2, MR 3, MR 4, MR 5 and MR 6, MR 7, MR 8, MR 9, MR 10, MR,12. MR 13,, MR 19, MR 20 MR 21, and MR 22 Shall be applicable to all members in the Joint Venture (JV). The rest of the MRS to be provided by the lead party.</b></p> <p>In of a case of a Joint Venture, the members must provide a notarized power of attorney, nominating one member who will be authorized to act their behalf. The nominated member will have the authority to exercise all rights and fulfill all obligations related to the Contract with the Procuring Entity. This includes without limitation, receiving instructions and handling payments from the Procuring Entity.</p>
MR 25	Valid & current AGPO certificate for youth

#### **TECHNICAL EVALUATION ON CAPACITY TO DELIVER THE CONTRACT**

Technical evaluation shall be carried out only if the tender is determined to be responsive to the preliminary examination. Bidder must demonstrate conformance to the all the technical specifications and requirements as per section V

Requirement	Remarks (Pass/Fail)
<p><b>TR 1</b>    <b>Experience in Operation:</b></p> <p>Project manager with degree in building &amp; Construction related field with <b>10 years</b> relevant experience.</p> <p>A Site Agent with a minimum of eight (<b>8</b>) <b>years</b> specific experience in works or works of an equivalent nature and volume, with a minimum of Degree/ Higher National Diploma in Civil Engineering or equivalent from a recognized institution. ( CVs should be presented in the prescribed Manner Providing Copies of Certificates With IDs for Relevant Employees)</p>	
<p><b>TR 2</b>    <b>Site Supervisor</b></p> <p>One (1) Site Supervisor with a minimum of Two (2) years specific experience in works or works of an equivalent nature and volume, with a minimum of Ordinary Diploma in Civil Engineering or equivalent from a recognized institution.( CVs should be presented in the prescribed Manner Providing Copies of Certificates With IDs for Relevant Employees</p>	
<p><b>TR 3</b>    <b>Site Surveyor</b></p> <p>One (1) Site Surveyor each with a minimum of Two (2) years specific experience in works or works of an equivalent nature and volume, with a minimum of Ordinary Diploma in surveying or equivalent from a recognized institution. ( CVs should be presented in the prescribed Manner Providing Copies of Certificates With IDs for Relevant Employees</p>	

TR 5	<p><b>Machinery &amp; Equipment (major items of construction plant and equipment (either ownership or lease or hire or joint venture arrangement))</b></p> <p>At least two (2) No. Truck</p> <p>At least One (1) No. Pick-up vehicle</p> <p>At least complete set of scaffolding and formwork</p> <p>Portable/mobile Rock Drilling machine</p> <p>Concrete drum mixer</p> <p>Portable vibrated concrete porker</p> <p>At least one set of Survey leveling instrument eg dumpy level or total station full set</p> <p>At least one (1) excavator</p> <p>Insurance cover for equipment</p> <p><b>If Ownership</b> - Proof by Providing Copies of Log Books or receipts, letters of insurance to be provided or a firm commitment for inspection at any time.</p> <p><b>If lease/Hire</b> – Proof by Providing Copies of Agreements for the same</p>	
TR 6	<p><b>Technical Data for Air condition</b></p> <p>Data sheet showing the details of the Air condition &amp; the technical specification.</p>	
TR 7	<p>Must meet the requirement of delivery Period of 3 Months by committing through a letter addressed to KenGen.</p>	
TR 8	<p><b>Work program</b></p> <p>A realistic Program of Works providing specific and achievable milestones with durations Adhering to timelines given above for the delivery period for the project until Completion</p>	
TR 9	<p><b>Methodology</b></p> <p>Adequate and Realistic Method statement for the entire process of works, clearly demonstrating consistency of quality assurance and operational.</p>	
TR 9	<p><b>Safety &amp; Heathy</b></p> <p>Contractor’s Health, Safety control, Environment and Quality Plan including a Job safety Analysis</p>	

### **STAGE 3. FINANCIAL EVALUATION**

Financial evaluation shall involve checking the completeness of financial bids.

<b>FINANCIAL EVALUATION</b>	
<b>NO</b>	<b>REQUIREMENT</b>
<b>FR 1</b>	The Price Schedule shall be duly filled, signed and stamped completed in its entirety. Any prices omitted from any section or part of the price schedule shall lead to rejection of the bid. The Price Schedule shall be signed and stamped on every page by persons authorized to sign this tender
<b>FR 2</b>	Checking for arithmetic errors. The contract price read out during tender opening shall be final and not subject to any change or correction (Sec. 82 of PPADA). Bidders must therefore ensure that there are no arithmetic errors on the prices and ANY error noted shall result in disqualification.
<b>FR 3</b>	The Contractor is required to provide a valid financing tender-specific commitment letter (i.e through a line of credit or letter of access to credit facility issued by a recognized financial institution in KENYA) including Banks, SACCOs and/or Youth Enterprise fund demonstrating willingness to finance the tenderer at least 40% of Tenderer's Tender Price. The Tender specific commitment letter MUST be current and issued within the last one month of tender closing date and addressed to the procuring entity. The procuring entity shall establish authenticity of the provided document with the issuing institution.
<b>FR 4</b>	Other Sources of finances: The Contractor is required to specify sources of financing, such as liquid assets, unencumbered real assets, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts (Provide a Duly Filled and signed, FORM FIN – 3.3: FINANCIAL RESOURCES)
<b>FR 5</b>	Comparison of prices of compliant evaluated bidders. Award shall be based on the Total lowest evaluated compliant Bidder.
<b>FR 6</b>	Abnormally low and high tenders will be rejected. Bidders should consider current market rates in their quotations

### **STAGE 4. DUE DILLIGENCE**

KenGen may prior to award of the tender determine to its satisfaction whether the selected bids will qualify to perform the contract satisfactorily by carrying out a due diligence visit as required

**Qualification Form Summary**

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	<i>Document To be Completed by Tenderer</i>	<i>For Procuring Entity's Use (Qualification met or Not Met)</i>
1	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority in accordance with ITT 3.14.	Form of Tender	
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 3.8	Form of Tender	
5	State- owned Enterprise	Meets conditions of ITT 3.7	Forms ELI – 1.1 and 1.2, with attachments	
6	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI – 1.1 and 1.2, with attachments	
7	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1 <sup>st</sup> January 2018.	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	

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)
10	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1 <sup>st</sup> January 2019	Form CON – 2	
11	Financial Capabilities	<p>(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 <i>five million</i> equivalent for the subject contract(s) net of the Tenderer's other commitments.</p> <p>(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.</p> <p>(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 3 years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.</p>	Form FIN – 3.1, with attachments	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	<i>Document To be Completed by Tenderer</i>	<i>For Procuring Entity's Use (Qualification met or Not Met)</i>
12	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings One Hundred and Fifty Million (KES. 150,000,000), equivalent calculated as total certified payments received for contracts in progress and/or completed within the last Three (3) years, divided by Three (3) 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 Three (3) years, starting 1 <sup>st</sup> January 2019.	Form EXP – 4.1	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	<i>Document To be Completed by Tenderer</i>	<i>For Procuring Entity's Use (Qualification met or Not Met)</i>
	Specific Construction & Contract Management Experience	<p>A minimum number of Three (3) similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January 2020 and tender submission deadline i.e., Three (3) contracts, each of minimum value Kenya shillings Seventy-Five Million (KES. 75,000,000) 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)	

**SECTION IV – TENDERING FORMS**

**A. QUALIFICATION FORMS**

**1 FORM EQU: 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	



**Contractor's Representative and Key Personnel Schedule**

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

**Contractor' Representative and Key Personnel**

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

**3 FORM PER-2**

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

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

<b>Name of Tenderer</b>
-------------------------

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

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

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:

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

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

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

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

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

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

Countersignature of authorized representative of the Tenderer:

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

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

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

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

##### 4.1 FORM ELI – 1.1

###### Tenderer Information Form

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

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

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Tenderer is not under the supervision of the Procuring Entity</li></ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4.2 FORM ELI – 1.2

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

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

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

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

4.3 FORM CON – 2

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

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

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

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

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

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <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			
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 award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] 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>

#### 4.4 FORM FIN – 3.1

### Financial Situation and Performance

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

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

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

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

#### 4.4.1 Financial Data

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

\*Refer to ITT 15 for the exchange rate

#### 4.4.2 Sources of Finance

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

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

#### 4.4.3 Financial documents

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

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



(d) correspond to accounting periods already completed and audited.

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

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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.

4.5 FORM FIN – 3.2

**Average Annual Construction Turnover**

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

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

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

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

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

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

#### 4.6 FORM FIN – 3.3

##### **Financial Resources**

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

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

4.7 FORM FIN – 3.4

**Current Contract Commitments / Works in Progress**

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

<b>Current Contract Commitments</b>					
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					

**4.8 FORM EXP – 4.1**

**General Construction Experience**

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

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

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

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

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

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

4.9 FORM EXP – 4.2(a)

**Specific Construction and Contract Management Experience**

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

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

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

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

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

**4.10 FORM EXP – 4.2 (a) (cont.)**

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

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

**4.11 FORM EXP – 4.2(b)**

**Construction Experience in Key Activities**

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

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

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

Sub-contractor's Name<sup>2</sup> (as per ITT 34): \_\_\_\_\_

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

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

1. Key Activity No One: \_

\_\_\_\_\_

<b>Information</b>				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<b>Kenya Shilling</b>			
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:				

\_\_\_\_\_



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

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



- 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 20.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- xi) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
- xii) **One Tender Per Tender:** We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
- xiii) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, Project Manager, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- xiv) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.8];*
- xv) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

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

- xvi) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- xvii) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- xix) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from \_\_\_\_\_ *(specify website)* during the procurement process and the execution of any resulting contract.
- xxi) **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 to interest.
  - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
  - c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal

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

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

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

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

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

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

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

**Notes**

***Bidder Official Stamp***

*\* 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**

	<b>ITEM</b>	<b>DESCRIPTION</b>
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.	Country City Location Building Floor Postal Address 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.

	<b>Names of Partners</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

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

i) Private or public Company \_\_\_\_\_

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

(Equivalent)..... Issued Kenya Shillings

(Equivalent).....

ii)

Give details of Directors as follows.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

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

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

If yes, provide details as follows.

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

ii) **Conflict of interest disclosure**

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

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

**f) Certification**

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

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

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

*(Signature)*

*(Date)*

***Bidder Official Stamp***

**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].*



SELF - DECLARATION FORMS

FORM SD1

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

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

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

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder Official Stamp

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

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

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

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder Official Stamp

**FORMAT OF POWER OF ATTORNEY**

We..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Mrs. / Ms ..... (name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the project/goods/works/services“.....”, including signing and submission of all documents and providing information / responses to the Kenya Electricity Generating Company PLC, ("KenGen"), representing us in all matters before KenGen, and generally dealing with KenGen in all matters in connection with our Proposal for the said project/goods/works/services.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us

..... (Signature)(Name, Title and Address) Accepted

..... (Signature)(Name, Title and Address of the Attorney)

**FORMAT OF POWER OF ATTORNEY**

We..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Mrs. / Ms ..... (name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the project/goods/works/services“ .....”, including signing and submission of all documents and providing information / responses to the Kenya Electricity Generating Company PLC, ("KenGen"), representing us in all matters before KenGen, and generally dealing with KenGen in all matters in connection with our Proposal for the said project/goods/works/services.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us

..... (Signature)(Name, Title and Address) Accepted

..... (Signature)(Name, Title and Address of the Attorney)

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

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

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

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone.....

Email.....

Name of the Firm/Company.....

Date..... (Company Seal/

Rubber Stamp where applicable)

Witness

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

Date.....

## **APPENDIX 1 – FRAUD AND CORRUPTION**

*(Appendix 1 shall not be modified)*

### **1. Purpose**

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

### **3. Requirements**

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

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

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

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
  - i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) “obstructive practice” is:
    - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a

- corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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

*2. 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)]*



FORMAT OF TENDER SECURITY [Option 2 – Insurance Guarantee]

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

1. Whereas ..... [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated ..... [*Date of submission of tender*] for the ..... [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_\_ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE ..... of ..... [**Name of Insurance Company**] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents. Sealed with the Common Seal of the said Guarantor this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.
3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
  - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
  - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
*[Date ]*

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

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

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

**TENDER-SECURING DECLARATION FORM**

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

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

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

To:..... *[insert complete name of Purchaser]*

I / We, the undersigned, declare that:

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

Signed:..... Capacity / title (director  
 or partner or sole proprietor, etc.) ..... Name:  
 ..... Duly authorized to sign the bid  
 for and on behalf of: *[insert complete name of Tenderer]*

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

**Appendix to Tender**

**Schedule of Currency requirements**

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

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

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**PART II – WORK REQUIREMENTS**

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**BILLS OF QUANTITIES**

**(a) Preambles**

1. The method of measurement of completed work for payment shall be in accordance with the *Standard Method of Measuring Building Works for Africa 2015, First Edition by the Africa Association of Quantity Surveyors*.

2. The Site is situated at the KenGen Turkwel Power Station (1°53'54.3"N 35°20'02.0"E) the Turkwel river gorge, about 76 Km North of Kapenguria town in **West Pokot County**. It is approximately 535 Kilometers from Nairobi. Access to the site shall be through the Kitale – Lodwar Highway.

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

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

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

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

6. The Contractor shall carry out the various sections of the Works in such an order as the Engineer May direct. The Procuring Entity reserves the right to occupy the Works by sections on completion provided that such occupation is considered to be both practical and reasonable and will not interfere with the Works. The Contractor shall allow any costs associated with such occupation.

7. The main Contractor will be fully responsible for paying his Sub-Contractor but the Procuring Entity reserves the right in very exceptional circumstances to make such payments direct in the interests of the project where the completion thereof might be jeopardized by any dispute or vicariousness between the Contractor and the Sub- Contractor involve.

8. The Contractor shall complete and deliver the Works in the period inserted in the Form of Tender as his time for completion of the Works from the date for Possession, to be agreed with the Engineer. The Contract Period is presumed to have been calculated making due allowance for seasonal inclement weather conditions. No claim for extension of time due to the normal inclement weather for this area shall be entertained.

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

10. The Contractor shall submit to the Engineer on the first day of each week or such longer period as the Engineer from time to time direct, a Progress Report and any information for the proceeding

period, showing the progress during the period and the up-to-date cumulative progression all important items of each section or portion of the Works.

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

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

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

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

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

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

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

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

19. The Contractor shall constantly keep on the Works a Literate English-speaking Agent or Representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. (Including works of sub – contractors). Such Agent or Representative shall receive on behalf of the Contractor directions and instruction from the Engineer, and such directions and instructions shall be deemed to be given to the contractor in

accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Engineer.

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

21. The are as available to the Contractor for workyards, offices and other facilities shall be directed by the Engineer and any existing features to remain shall be protected from damage throughout the Contract Period and handed back in good condition when they are vacated at the end of the Contract. If additional areas are required, the contractor shall source them at own cost.

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

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

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

25. The Contractor's attention is drawn to the standards levy order which was amended on 15<sup>th</sup> October 1998. Legal notice No.154 of 1998. The Contractor is required to pay a monthly level of 0.2% of his factory price of construction works with effect from January 1999. Tenderer shall allow for this in the build-up of his rates.

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

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

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

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

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

31. Provide, erect and maintain all necessary scaffolding, sufficiently strong and efficient for the due performance of the works, including Sub-Contract Works, provide special scaffolding as required by Sub-Contractors, alter and adopt all scaffolding as and when required during the Works, and remove on completion. No scaffolding is measured here in after and the Contractor must allow in his rates for this.
32. The Contractor shall take all necessary precautions such as temporaryf encing, hoarding fans, planked footways, guard-rails gantries screen, etc., for the safe custody of the Works, materials and public protection and adjacent properties.
33. Cover up all and protect from damage, including damage from in clement weather, all finished work and unfixed materials, including that of Sub-Contractors, etc., to the satisfaction of the Engineer until the completion ofthe Contract.
34. The Contractor shall, after completion of the works, at his own expense, remove and clear away all surplus excavated demolition materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Engineer, sheds, camps, etc. Particular care shall be taken toleavecleanallfloors and windows and tore move all paint and cement all rubbis hand dirt as it accumulates. The Contractor is to find his own dump and shall pay all charges in connection there with.
35. Concrete test cubes shall be prepared in a set of three, as described including testing fees, labor and materials, making molds, transport, handling, etc. Allow in your rates for making at least four cubes on each occasion, from different batches; the concrete being taken from the point of deposit.
36. The Contractors hall furnish at the earliest possible opportunity before work commences, and at his own cost, any samples of materials and workmanship that may be called for by the Engineer for the approval or rejection, and any further samples in the case of rejection, until such samples are approved by the Engineer. Such samples, when approved, shall be the minimum standard for the work to which they apply. The procedur ef or submitting samples of materials for testing or approval and the method of marking for identification shall be as laid down by the Engineer. The Contractor shall allow in his Tender for such samples and tests, including those in connection with his Sub- Contractors work.
37. The Contractors attention is drawn to the Finance Bill of the year 2000/2001 on withholding tax on contractual payment section 35(7) (i) (ii) which became effective on 1<sup>st</sup> July 2000. A 3% withholding tax will be applicable to all in terim payments exceeding Kshs..... for work done in respect of building or civil works. The contractor shall allow for any costs arising resulting there from in the build-up of rates.
38. Blasting will only be allowed with the express permission of the Engineer in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost, in accordance with any Government regulations in force for the time being, and any special regulations laid down by the Engineer governing the use and storage of explosives.
39. The National Construction Authority is a state corporation established under the national construction authority Act No.14 of 2011. The broad Mandate of the Authority is to over see the construction industry and coordinate its development. The National Construction Authority Regulations 2014 with an effective date of 6<sup>th</sup> June 2014, regulation 25, - Allow 0.5% of the tender sum/contract sum for construction levy.
40. The Contractor attention is drawn to Finance Bill of 1993 where VATwas introduced in all contracts for construction services. The tenderer is also drawn to VATAct Cap 476 clause 19(9). The tenderer must allow for VAT 1.19 as instructed else where.
41. The contractor shall allow and pay for all insurance to cover risks and indemnities required Items 17 and 18 of the Conditions of contract and also specified in the Special Conditions of Contract.



**BILLS OF QUANTITIES**

<b>BILL 1: PRELIMINARY AND GENERAL</b>						
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY.</b>	<b>RATE</b>	<b>AMOUNT</b>	
1.1	Mobilization of plant, equipment, temporary works including site office, personnel and establishment of laydown area for the duration of the Contract.	Item	1.00			
1.2	Laboratory tests and related quality control costs as instructed by the Engineer or Engineer's Representative's	Month	12.00			
1.3	Allow for contractor's overheads and profit on item 1.2	%				
1.4	Allow a prime cost sum of Ksh. 500,000 for the Employer's survey and setting out and contract administration upon ER's instruction.	Prov.	1.00			
1.5	Allow for contractor's overheads and profit on item 1.4	%				
1.6	Provide , erect the project participant sign board and maintain it along with other publicity signs during construction period and later move at the end of the contract as directed by the Engineer.	Item	1.00			
1.7	Provision of "As-built" drawings at the end of the Project	Item	1.00			
1.8	Allow provisional sum for implementation of Environment, Health and Safety activities	Prov.	1.00	100,000.00		
1.9	Site Hoarding, signs and barriers	Item	1.00			
1.10	Allow provisonal sum of Kshs.75,000.00 for ER Communication.	PC	1.00	75,000.00		
1.11	Allow for contractor's overheads and profit on item F	%				
1.12	Provisonal Sum of Kshs. 100,000 Statutory requirements and approvals.	Item	1.00	100,000.00		
1.13	Allow for contractor's overheads and profit on item 1.12	%				
1.14	Provisional Sum of Kshs. 1,000,000 for relocation of services upon ER instructions.	item	1.00	1,000,000.00		
1.15	Demobilisation including removal of temporary facilities and clean up of site and reinstatement of the environment	Item	1.00			
	<b>BILL 1: PRELIMINARY AND GENERAL</b>					

<b>BILL NO. 2 - EXCAVATION AND EARTHWORKS</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY.</b>	<b>RATE</b>	<b>AMOUNT</b>
	<i>Excavations including maintaining and supporting sides</i>				
	<i>and keeping free from water from any source mud and fallen material</i>				
A	Excavate oversite to remove vegetable soil average 300mm deep: wheel and deposit on site n.e. 250 M away in permanent spoil heaps.	m <sup>2</sup>	495		
B	Excavate to reduced levels n.e. 1.5m deep	m <sup>3</sup>	594		
C	Extra under floor slab as directed on site	m <sup>3</sup>			
D	Extra over Excavation for excavating in rock	m <sup>3</sup>	100		
D	Load, wheel and deposit surplus excavated material where directed on site	m <sup>3</sup>	594		
E	"Premise 200CC" insecticide treatment to surfaces of excavations applied as per manufacturer's instructions with a 10 year guarantee as "HIGHCHEM LTD"	m <sup>2</sup>	495		
F	Return fill and ram selected excavated material around foundations.	m <sup>3</sup>	250		
<b>TOTAL FOR BILL 2 : EXCAVATION AND EARTHWORK TAKEN TO SUMMARY</b>					

<b>BILL NO. 3 - FOUNDATIONS</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>Qty</b>	<b>RATE</b>	<b>AMOUNT</b>
	<b>FOUNDATIONS</b>				
A	Level top of soil to form level surface for foundation and blind with 75mm thick class 15/20 concrete	m <sup>3</sup>	15		
B	Vibrated concrete class 20/20mm in strip foundation	m <sup>3</sup>	30		
C	Provide, Cut, bend and fix high yield square twisted reinforcement of dia. not more than 16mm in accordance with BS 4449	Kg	1754		
D	Sawn formwork to sides of strip foundation	SM	99		
	<b>WALLING</b>				
E	200mm natural stone walling below D.P.C in cement sand mortar (1:3)	m <sup>2</sup>	396		
	<b>FLOOR SLAB</b>				
F	Approved hardcore filling under floor slab well compacted in layers n.e 500mm thick	CM	594		
G	50mm thick murrum or quarry dust blinding layer to receive surface bed	SM	460		
H	Chemical anti-termite treatment, executed complete by an approved specialist under a ten-year guarantee, to surfaces of hard-core as per manufacturers application procedures	SM	460		
I	500 gauge polythene sheeting with seamed taped joints	SM	460		
J	100mm thick vibrated reinforced concrete class 20/20mm in floor slab	cm	46		
K	Mesh fabric ref. type A142 weighing 2.22kg/sq.metre,in surface bed. laid 50mm from top of concrete with minimum 300mm side and end lap	SM	460		
L	Formwork to edges of slab, over 75mm but not exceeding 150mm girth	LM	214		
	<b>Total for Bill 3 : Foundation Taken to Summary</b>				

<b>BILL 4: SUPERSTRUCTURE</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>Qty</b>	<b>RATE</b>	<b>AMOUNT</b>
<b>REINFORCED CONCRETE FRAME</b>					
A	Vibrated reinforced concrete class 20/20mm in beams	CM	19.8		
B	Provide, Cut, bend and fix high yield square twisted reinforcement				
	of any dia. and in accordance with BS 4449	Kg	1754		
C	Sawn formwork to sides and soffits of beams	m <sup>2</sup>	330		
<b>WALLING</b>					
D	<i>Precast concrete class 20/12 including formwork, fair face to all exposed surfaces, hoisting, placing in position, bedding and jointing in (1:3) mortar 600 x 275 x 175mm thick precast coloured window cill</i>	LM	70		
E	100mm thick solid concrete block walling in cement sand mortar (1:3) above slab level . Include hoop iron in alternative courses	SM	311		
F	Ditto but 200mm thick approved stone walling	SM	675		
G	Approved D.P.C laid under 200mm walls on and including levelling screed	LM	215		
H	Ditto but 100mm walls	LM	115		
<b>ROOFING</b>					
	<i>Timber roof comprising seasoned, wrot, general grade pressure treated cypress, selected and kept clean. Rate should include cost of supplying materials, joinery works, treatment and painting as necessary. All other accessories to enable completion of these works</i>				
I	Timber size 150mm x 50mm for construction of trusses	LM	252		
J	Ditto but 150x50mm rafters	LM	140		
K	As Item 7.31 but 100mm x 50mm for wall plate	LM	185		
L	Ditto but 50x25mm battens	LM	150		
M	Ditto but 75 x 50mm battens	LM	150		
N	Ditto but 50 x 50mm branderings	LM	150		
O	Ditto but 225 x25mm ridge board	LM	190		
P	Ditto but 225 x25mm fascia board	LM	190		
Q	Supply and lay 28G plain sheets - 970mm wide	SM	2415		
R	Supply and lay prepainted G.I & Aluzinc Sheet Metal roofing 26Gauge IT5/BP950 profiled sheets 906mm overall width 857mm effective cover width ( <i>the roofing sheets must have a verified manufacturer's warranty of not less than ten years</i> )	SM	2415		
S	Prepainted 2000mm G.I. aluzinc 26 G x 320mm ridge cap with fasteners	LM	75		
T	Prepainted 2000mm G.I. aluzinc 26 G x 320mm	LM	75		

	flashing				
U	Supply and install at verandah 100mm x 100mm x 6mm square hollow section post painted with one coat of red oxide paint and two coats of external paint to metal.	LM	72		
	<b>Total for Bill 4 : Superstructure Taken to Summary</b>				

<b>BILL 5: RAIN WATER GOODS</b>					
ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
A	Supply all materials and fix 140mm diameter half round UPVC Gutter (Rate to include click-fit stop ends, Click fit gutter joint union and support brackets).	LM	180		
B	150mm diameter UPVC rain water downpipe and pipe shoe firmly clamped to wall and including swan neck and bends	LM	21		
	<b>Total Bill 5: Rain Water Goods carried to Summary</b>				

<b>BILL 6: DOORS WINDOWS AND ACCESSORIES</b>					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>WINDOWS</b>				
A	Standard Galvanised Steel window casement complete with hinges, stays, fasteners, permanent vent with mosquito gaze and sheet metal hood assembled and fixed to opening including cutting and pinning lugs to concrete or blockwork surround and bedding frame in cement and sand mortar (1:4). The Contractor shall first provide a sample to the Employer's representative for approval. Rate to include 5mm thick glass and glazing to metal with putty.	SM	80		
B	150mm x100mm x 25mm curtain pelmet box in wrot cypress	LM	70		
	<b>Curtain Tracks</b>				
C	Brass plated I-section curtain sliding track complete with gears	LM	70		
	<b>DOORS</b>				
<b>a</b>	<b>Flush timber doors</b>				
D	50mm thick semi-solid cored flush door leaf size 820 x 2060mm overall ( Mahogany Venerated).	No	31.00		
<b>b</b>	<b>Decorative Steel Doors</b>				
E	Supply and install Double elegant Steel door or similar approved. Inclusive of door locks ( <a href="https://elegantdoors.co.ke/product/double-elegant-steel-door">https://elegantdoors.co.ke/product/double-elegant-steel-door</a> )	No	10.00		
	<b>IRON MONGERY (as per Assa Abloy Catalogue)</b>				
F	Three lever door mortise lock with lever furnisher " Union" ref 692-24-95AS. Inclusive of Zinc finish handle	No.	31.00		
G	Toilet Door and Bathroom set "Union" ref 456-66-94-AS	No.	10.00		

H	600 x 450 x 6 mm thick polished plate glass mirror with bevelled and smoothed edges and drilled four times including fixing to plugged wall or timber with mild steel screws and dome shaped chromium plated screw covers	No.	10.00		
	<b>Total Bill 6: Doors Windows and Accessories Taken to summary</b>				

<b><u>BILL 7: PLASTERING/SCREEDS</u></b>					
ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
	<b><u>INTERNAL WALL FINISHES -PLASTER WORK</u></b>				
A	15mm thick two coat cement sand (1:4) plaster troweled smooth and comprising 12mm backing and 3mm finishing coat.	SM	1526		
B	15mm thick cement sand (1:3) backing plaster to walls to receive tiling.	SM	1526		
-	<b><u>FLOOR SCREEDS</u></b>	-	-	-	-
C	24mm thick cement sand (1:3) screed to receive floor finishes	SM	450		
	<b>Total Bill No. 7: Plastering and Screed Carried to Summary</b>				

-	<b><u>BILL 8: WALL, FLOOR &amp; CEILING FINISHES</u></b>	-	-	-	-
ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
-	<b><u>WALLS</u></b>	-	-	-	-
A	200 x250x6mm white "SAJ" ceramic wall tiles including bedding in 1:3 cement mortar to walls (all toilets and bathrooms)	SM	18.00		
B	Plastic strips for 90 degrees returns for above	LM	16.00		
C	Key pointing to external faces of building	SM	322.00		
D	Wire Brush to concrete block walling	SM			
-	<b><u>FLOORS</u></b>	-	-	-	
	<i>Supply all materials and lay to approval</i>				
E	Supply and lay 6mm thick chinese coloured plain ceramic floor tiles size 300mm x 300mm. Rate to include grouting and cement sand render floor backing.	SM	450.00		
F	Ditto but 100mm high tile skirting with plastic strip for 90 degree turns.	SM	330.00		
-	<b><u>CEILING</u></b>	-	-	-	
	<i>Supply all materials and lay to approval</i>				
G	9mm thick Gypsum board ceiling including metal grid work and filler	SM	480.00		
H	25 x 100mm celotex cornice	LM	330.00		
I	Ditto but selected and approved grade 1 cypress T&G ceiling at				

	eaves including painting	SM	480.00		
-	<b><u>PAINING AND DECORATION</u></b>	-	-	-	
J	Prepare and apply 3 coats of permaplast long lasting exterior paint/ weather guard on rendered surfaces externally	SM	322.00		
K	First grade plastic vinyl / wall sheen emulsion paint to plastered walls and cielings (3 coats)	SM	1,125.00		
L	Prepare surface and apply one undercoat and two finishing coats of gloss paint to general surfaces of timber	SM	20.00		
N	Prepare and apply one undercoat, two finishing coats first grade varnish to wood surfaces	SM	20.00		
	<b>BILL 8 : Wall, Floor &amp; Ceiling Finishes</b>				

-	<b><u>BILL 9: PLUMBING , DRAINAGE AND SANITARY FACILITIES</u></b>	-	-	-	-
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY.</b>	<b>RATE</b>	<b>AMOUNT</b>
	<i>Supply and Install the following sanitary fittings of IDEAL STANDARD (or other approved) complete with all necessary fittings required to complete this section of work. Rate for installation of sanitary facilities shall include all associated pipework.</i>				
A	150 X 150mm Semi recessed bathroom accessories				
	i) C.P. Wall Mounted toilet roll holder	No.	10		
	ii) C.P. Wall Mounted soap holder	No.	10		
	iii) C.P. Wall Mounted 600mm Towel rail	No.	10		
	iv) Brass brush glass and glass holder	No.	10		
B	Twyfords Advent Ceramic Wash Hand basin and pedestal complete with mixer tap, waste out-go plug and chain.	No.	10		
C	White "Twyfords" Classic low level WC suite Ceramic water closet suite comprisinh pan, heavy duty plastic seat & cover, ceramic cistern, fush pipe, "P" or "S" trap.	No.	10		
D	Stainless steel sink including fittings 2000 x 500mm double bowl double drain.	No.	9		
E	Yideli Shower Enclosure 900 x 900 x 1800mm	No.	8		
-	<b><u>BATHHROOM ACCESSORIES</u></b>	-	-	-	-
E	Compact Auto Hand dryer 1.64Kw hand dryer	No.	10		
F	"Mediclinics" soap dispenser C.P.	No.	10		
H	Floor traps in toilet areas connected to appropriate gulley trap/ manhole (complte with piping)	No.	10		
I	Allow a provisional sum of Kshs 50,000 for the construction of				
	worktop around basins	Prov.	1		
J	Cobra Carina Basin Mixer with pop up waste C. P.	No.	10		
K	Cobra Carina Basin Over head shower C.P.	No.	10		

L	3 KW instant shower heater	No.	10		
M	19mm "Eurobath 1TH" Basin mixer "warwick" with pop up waste C. P.	No.	10		
N	Supply and install 5,000 litres Upvc storage water tank on raised support pedestal. Co	No.	10		
O	Supply and install including plumbing accessories 1000litres UPVC rectangular loft tank with lid. For kitchen and bathroom water storage.	No.	10		
P	provisional sum for installtion and connection of all buildings to existing waste water sewer line and connection to treated water supply line.	prov.	1		
<b>TOTAL BILL NO. 9 TO MAIN SUMMARY PAGE</b>					

<b>BILL 10: ELECTRICAL INSTALLATIONS</b>					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	Havells 4 Way 100A Isolator Consumer Unit	No.	9		
B	Electrical Cut out switch and box	No.	9		
C	Havell's single phase Miniature Circuit Breakers MCB SP 0.5A Breaking capacity 10KA	No.	28		
D	Supply and installation of plastic conduits for electrical and data cables as per Engineer's Instruction.	Item	1		
E	5 Amp Lighting Switch, Flush fixing white plastic including box. Rate to include cabling i) Two Gang Two Way	No.	52		
	<b>LED Fittings</b>				
F	4ft 2 x 18 watt led fittings with a power factor greater than 0.9	No.	49		
	<b>External Lighting</b>				
G	Eurolux B48W Oval Grid Bulkhead - White	No.	30		
	<b>SOCKETS</b>				
H	Double Cooker Switch Socket Unit & Pattress Box, 45 Amp Double Pole Neon	No.	9		
I	2.1A Wall Power Outlet with 2 USB Charging Ports, Double Switched Socket with 2 Way Outlet	No.	35		
J	Flat TV/FM/SAT. outlet triplexer	No.	9		
K	data cable Socket	No.	9		
L	Flat Dual Volt Shaver Socket	No.	10		
M	Attendance and connection of external single-phase electricity to four houses	Item	1		100,000.00
	<b>SPLI-T AIR CONDITIONING</b>				
N	Supply LG Split-Air Conditioner model LG S4-Q12JA3QB 12K BTU Inverter AC (with GEN MODE) or similar equivalent	No.	28		
<b>TOTAL BILL NO. 10 TO MAIN SUMMARY PAGE</b>					



<b>BILL 11: ROAD WORKS</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY.</b>	<b>RATE</b>	<b>AMOUNT</b>
	<i>All road works shall done to conform with provisions of the " Ministry of Transport &amp; Communication, Standard Specification for Roads and Bridges, 1986 edition"</i>				
	<b>Road Formation and Subbase</b>				
1.1	Clear site and excavate to subgrade level	CM	750.00		
1.2	300mm thick Grade formation in approved imported murram	SM	2,000.00		
1.3	150mm thick murram or stone sub-base blined	SM	2,000.00		
	<b>Surfacing</b>				
1.4	Supply and spread MC 30 primer	SM	2,000.00		
1.5	Suppuly and lay as 25mm thick Type 1 bitumonous asphalt Concrete to drive way	CM	500.00		
	<b>Drainage</b>				
1.6	Excavate and cart away for drainage channel	CM	125.00		
1.70	Supply and lay masonry jointed stone pitching rip rap to drainage channel sides.	SM	750.00		
	<b>Pre-cast concrete Kerbs</b>				
1.80	125 x 225mm straight Kerbs on concrete foundation (M.O.W. Type "A")	LM	500.00		
	<b>TOTAL BILL NO. 11 TO MAIN SUMMARY PAGE</b>				

<b><u>ELEMENT NO. 12</u></b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>RATE</b>	<b>AMOUNT</b>
	<b><u>Apron and Footpath</u></b>				
A	Excavate in normal soil	m <sup>3</sup>	40.00		
B	Backfill with approved hardcore to form base	m <sup>3</sup>	40.00		
B	150mm thick compacted murram bed	m <sup>3</sup>	40.00		
C	Approved herbicide applied according to manufacturer's instructions	m <sup>2</sup>	132.00		
D	Premise200" Anti-termite treatment to murram	m <sup>2</sup>	132.00		
E	Backfill with murram to form base to receive PCC paving slabs (m/s) ON 50mm bed of sand and cart away arisings	m <sup>3</sup>	40.00		
F	600 x 600 x 50mm thick PCC slabs on and including 50mm sand bed jointed and pointed in cement sand 1:3 mortar	m <sup>2</sup>	106.00		
E	Concrete haunching for paving slabs	m <sup>3</sup>	8.00		

	<b><u>Fire Fighting Equipment</u></b>				
F	4.5 Kg Dry Powder with CO2 Propellant fire extinguisher for Class A B C E fires ( Rate to include supply and wall mounting of fire extinguisher as directed by the Engineer)	No.	11.00		
G	Allow provisional sum of 4,500,000 for purchase of swimming pool equipment	Prov	4,500,000.00		
	<b>TOTAL BILL NO. 12 TO MAIN SUMMARY PAGE</b>				

<b>SUMMARY PAGE</b>	
<b>BILL NUMBER</b>	<b>AMOUNT</b>
Bill 1: Preliminary and General	
Bill 2: Excavation and Earth Works	
Bill 3: Foundations	
Bill 4: Superstructure	
Bill 5: Rain Water Goods	
Bill 6: Doors Windows and Accessories	
Bill 7: Plastering and Screed	
BILL 8 : Wall, Floor & Ceiling Finishes	
BILL 9: Plumbing , Drainage and SanitaryFacilities	
BILL 10: Electrical Installations	
BILL 11: Road works	
BILL 12: External Works and Fire Fighting Equipment	
<b>SUB-TOTAL</b>	
<b>ADD: 16 % VAT</b>	
<b>GRAND TOTAL</b>	
<b>CURRENCY</b>	

## SECTION VI – SCOPE OF WORKS AND SPECIFICATIONS

### Notes for preparing Specifications

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

### 1. Site Location and Site Data

Turkwel Power Station is approximately 155km North West of Kitale town.

The tender shall be deemed to have been based on such data on climatic, hydrological, security and general conditions on the site and for the operation of the works.

Rainfall: annual average of 50mm

Temperature: average of 30°C

Seismic activity: Low to average seismicity

## **2. Scope of works (Description of the Works)**

The Scope of works include the construction of six blocks of two bed roomed semi-detached bungalows as detailed in the drawings under Section VII. The works shall include the following:

1. Excavation and substructure works
2. Superstructure works using concrete blocks
3. Roofing works
4. Electrical wiring, installation of electrical fittings and electrical connection works
5. Sewer connection works
6. Finishing works including wall and floor plastering, painting, tiling works and installation of cupboards and ward robes
7. Installation of fire fitting equipment
8. Installation of air conditioning
9. Incidental external works such as access road to each house

## **3. Design Information, Calculations and Drawings**

The details given on the Specification are therefore indicative of the works to be undertaken and the dimensions are provisional. The details and dimensions are subject to change to comply with the requirements.

The Contractor's designs will ensure that of adequate strength for its intended final service. Provisions for any temporary loadings or additional design requirements during construction will be the responsibility of the Contractor.

The Contractor shall examine all drawings and instructions as soon as they are approved and shall promptly notify the Employer's representative of any inconsistencies or omissions discovered.

The Contractor shall be provided with detailed construction drawings associated with permanent works except temporary work for his own use during construction and final drawings (as built drawings)

The Contractor shall submit the following documents which will be subject to the Employer's approval:

- a) Layout of Contractor's site facilities
- b) Health, safety, Environmental and quality plans
- c) Construction method statements
- d) Progress reports
- e) As Built Drawings for permanent Works

The Programme will be submitted 7 days within seven days on commencement of the Works. Health, Safety, Environmental and Quality plans shall be submitted 20 days after the Commencement of the Works whereas the Construction Method Statement shall be Submitted at least 3 days before any construction is done.

In the preparation of drawings the SI (System International) unit shall be used for all drawings, the papers size shall be ISO A4 to A0 and approved International symbols

For any revised drawing, the revision number, date of revision and a short description of the revision shall be marked on the drawing

## **4. Drawing Approval Procedure**

The Contractor shall submit one paper copy and an electronic copy of all drawings and documents to the

Employer's site office review and comment.

The Employer's Representative shall review the drawings within 14 calendar days after receipt of the paper copy. The Employer's Representative will assign a review status to each drawing as follows:

Approved      Drawing may be issued for Construction and Contractor may proceed with the work.

a)                      Approved with comments      Drawing deficient in minor details. The Contractor should correct the drawing and resubmit for final approval. The Contractor may proceed with the work taking into account the Employer's Representative comments.

b)                      Not approved      The Contractor should not proceed with the relevant portion of the works. He should make the corrections and resubmit for approval.

### **Construction Method Statements**

The Contractor shall submit method statements for each major activity detailing his planned method of work including relevant risk assessment and details of manpower requirements.

### **As-Built Drawings and Documentation**

One paper copy and an electronic copy of all final "As-Built" drawings shall be submitted to the Employer's office.

### **6.      Program of Works**

The contractor shall submit to the Employer's Representative for his approval the program for the execution of the works. No alteration to the program shall be made without the approval of the Employer's Representative. An update of the program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

### **7      Safety Precautions**

The contractor shall be responsible for the safety of all activities on the site.

### **8.              Clearance of Site**

The contractor shall from time to time during the progress of the works clear away and remove all surplus materials and rubbish. On completion of the works the contractor shall remove all Contractors' equipment

and leave the whole of the site and the works clean and in a workmanlike condition, to the satisfaction of the Employer.

### **9.              Examination of Work before Covering Up**

No part of the work shall be covered up or put out of view without the approval of the Employer's Representative. The contractor shall give notice to the Employer's Representative whenever any such part of the works to be ready for examination. The contractor shall permit the Employer to carry out relevant inspections of work in progress or completed to determine conformity to the terms and requirements indicated in the contract and thus ensure satisfactory quality of work to be provided to the Employer.

### **10.      Removal of Improper Work, Materials, Plant or Contractor's Staff**

The Employer's representative shall have authority to issue instructions from time to time for:-

a)                      The removal from site, within such time or times as may be specified in the instruction, of any materials or plant which, in the opinion of the Employer's representative is not in accordance with the contract.

b) The substitution with proper and suitable materials as per the contract if material found in use is found to be non-conforming.

c) The removal and or substitution of Contractor's staff who in the Opinion of the Employer is not fit for the Works; behavioral and or physical fitness

## **TECHNICAL SPECIFICATIONS FOR MATERIALS AND WORKS.**

### **GENERAL**

#### **PRE-CONSTRUCTION WORK**

The Engineer and Contractor will carry out a joint condition-in survey using video or digital photographs to record the condition of the site upon handover to the Contractor. This will determine the state of the site that the Contractor must hand back upon completion of the works.

The Contractor will carry out a detailed site set out survey for the works.

A Pre-Construction Meeting will be held between the Engineer and the Contractor to review the following information:

- a) Condition-in Survey b) Site Survey
- c) Work Method Statement
- d) Program
- e) Schedule of Materials and Installed Equipment

#### **Site restrictions**

Site security limitations: Comply with any restrictions on site area, access or working times advised by the Engineer.

#### **Protection of persons and property**

Temporary works: Provide and maintain required barricades, guards, fencing, shoring, temporary roadways, footpaths, signs, lighting and traffic flagging.

Access ways, services: Do not obstruct or damage roadways and footpaths, drains and watercourses and other existing services in use on or adjacent to the site. Determine the location of such services. If damage occurs, immediately repair it at the Contractors cost.

Property: Do not damage property which is to remain on or adjacent to the site, including adjoining property encroaching onto the site. If damage occurs, immediately repair it at the Contractors cost.

#### **Existing services**

Attend to existing services as follows:

- If the service is to be continued, repair, divert or relocate as required.
- If the service is to be abandoned, cut and seal or disconnect, and make safe.

Submit proposals to the Engineer for action for existing services before starting this work. Minimize the number and duration of interruptions.

#### **Construction plant use of existing services**

Existing services may be used as temporary services for the performance of the contract subject to the conditions stated by the Engineer.

## **Contractors Facilities and Work Practices**

The Contractor is required to provide adequate toilet and washroom facilities for his staff. These facilities shall be kept clean and serviceable at all times.

The Contractor is required to provide adequate first aid equipment on-site, failure of the Contractor to ensure the availability of first aid equipment on-site will result in an immediate „stop work“ order being issued. All costs and time delays resulting from any such „stop work“ order is entirely the Contractors responsibility.

The Contractor is to maintain a safe, healthy and tidy worksite at all times and all work activities are to be performed with protective and safety equipment appropriate for the task. The Contractor is entirely responsible for workplace safety and unsafe work practices will be identified and recommendations made for revised work methods as appropriate.

### **1.3 BUILDING THE WORKS Site meetings**

Hold and attend weekly site meetings throughout the contract and ensure attendance of appropriate Subcontractors, the Site Manager and Engineer. The meeting schedule may be modified by the Engineer. The

Engineer is to keep minutes of site meetings. Within 3 working days after each meeting, submit to each party written copies of the minutes.

### **1.4 COMPLETION OF THE WORKS FINAL CLEANING**

Before Practical Completion, clean throughout, including interior and exterior surfaces exposed to view. Clean carpeted and soft surfaces. Clean debris from the site, roofs, gutters, down pipes and drainage systems. Remove waste and surplus materials.

#### **Reinstatement**

Before practical completion, clean and repair damage caused by installation or use of temporary work and restore existing facilities used during construction to original condition.

#### **Post construction Works**

The Contractor will provide the following documentation after all site construction has been completed:

- Warranty Statement
- Material Test Certificates
- As - Built Drawings

A condition-out survey will be conducted with the Contractor and Engineer at which damages caused by the Contractor will be identified. The Engineer will determine if the Contractor is to make repairs or if the damage will be deducted from the Contractor's final invoice.

#### **Removal of plant**

Within 10 working days after practical completion, remove temporary works and construction plant no longer required. Remove the balance before the end of the defects liability period.

## **GENERAL REQUIREMENTS**



## **Inspection Notification Schedule**

The Contractor is to notify the Engineer when items are ready for inspection.

### **Notice**

Minimum notice for inspections to be made on site is 24 hours for offsite personnel, 4 hours for onsite personnel. If notice of inspection is required in respect of parts of the works that are to be concealed, advise when the inspection can be made before concealment.

### **1.3 SUBMISSIONS SAMPLES**

Submit nominated samples for approval of the Engineer.

If it is intended to incorporate samples into the works, submit proposals for approval. Only incorporate samples in the works which have been approved. Do not incorporate other samples.

Keep endorsed samples in good condition on site, until practical completion.

### **Shop drawings**

General: If required, submit dimensioned drawings showing details of the fabrication and installation of services and equipment, including relationship to building structure and other services, cable type and size, and marking details.

Diagrammatic layouts: Coordinate work shown diagrammatically in the contract documents and submit dimensioned set-out drawings

## **1 GENERAL**

### **1.1 Aims Responsibilities**

The aim of this work section is to clear the site and put in place adequate environmental controls to allow the commencement of earthworks and/or building works.

### **1.2 Submissions Execution**

Submit the methods and equipment proposed for the earthworks, including the following:

- Dewatering and groundwater control and disposal of surface water.
- Control of erosion and contamination of the site, surrounding areas and drainage systems.
- Dust control.
- Noise control.

## **2 EXECUTION**

### **2.1 TREES Work near trees**

Keep the area within the drip line free of construction material and debris. Do not place bulk materials and harmful materials under or near trees. Do not place spoil from excavations against tree trunks. Prevent wind-blown materials such as cement from harming trees and plants.

Prevent damage to tree bark. Do not attach stays, guys and the like to trees.

If excavation is required near trees to be retained, give notice and obtain instructions. Open up excavations under tree canopies for as short a period as possible.

Use hand methods to locate, expose and cleanly remove the roots on the line of excavation. If it is necessary to excavate within the drip line, use hand methods such that root systems are preserved intact and undamaged.

Backfill to excavations around tree roots with backfill free from weed growth and harmful materials. Place the backfill layers, each of 300 mm maximum depth, compacted to a dry density similar to that of the original or surrounding soil. Do not backfill around tree trunks to a height greater than 300 mm above the original ground surface. Immediately after backfilling, thoroughly water the root zone surrounding the tree.

Water trees as necessary, including where roots are exposed at ambient temperature  $> 35^{\circ}\text{C}$ .

## **2.2 EXISTING SERVICES Marking**

Before commencing earthworks, locate and mark existing underground services in the areas which will be affected by the earthworks operations including clearing, excavating and trenching.

### **Excavation**

Do not excavate by machine within 1 m of existing underground services.

## **2.3 ENVIRONMENTAL PROTECTION**

### **Dust protection**

Provide dust-proof screens, bulkheads and covers to protect existing finishes and the immediate environment from dust and debris.

### **Dewatering**

Keep ground works free of water. Provide and maintain slopes and drains on excavations and embankments to ensure free drainage. Place construction, including fill, masonry, concrete and services, on ground from which free water has been removed. Prevent water flow over freshly laid work.

## **2.4 SITE CLEARING Extent**

Clear only the following site areas:

- Areas to be occupied by works such as buildings, paving, excavation, re-grading and landscaping.
- Other areas designated to be cleared.

Contractor's site areas: If not included within the areas specified above, clear generally only to the extent necessary for the performance of the works.

### **Clearing and grubbing**

Remove everything on or above the site surface, including rubbish, scrap, grass, vegetable matter and organic debris, scrub, trees, timber, stumps, boulders and rubble.

Remove tree stumps and roots over 75 mm diameter to a minimum depth of 500 mm below subgrade under buildings, embankments or paving, or 300 mm below finished surface in unpaved areas. Holes remaining after grubbing shall be backfilled with sand material to prevent ponding of water. The material shall be compacted to the relative density of the existing adjacent ground material.

Old works: Remove old works, including slabs, foundations, pavings, drains and manholes found on the surface unless identified on the drawings to remain intact.

### **Topsoil**

All topsoil shall be stripped over the area on which construction or grading takes place. This topsoil shall be carefully stockpiled to be reused for landscaping on completion of the building operations or otherwise disposed of as directed.

## **2.5 DISPOSAL OF MATERIALS Disposal**

General: Remove cleared and grubbed material from the site.

## **EARTHWORK**

### **1 GENERAL**

#### **1.1 INTERPRETATION Definitions**

For the purposes of this work section the definitions given below apply.

- Bad ground: Ground unsuitable for the purposes of the works, including fill liable to subsidence, ground containing cavities, faults or fissures, ground contaminated by harmful substances and ground which is or becomes soft, wet or unstable.
- Line of influence: A line extending downward and outward from the bottom edge of a footing, slab or pavement and defining the extent of foundation material having influence on the stability or support of the footings, slab or pavement.

#### **1.2 RECORDS OF MEASUREMENT Excavation and backfilling**

Do not commence backfilling or place permanent works in the excavation until the following have been agreed and recorded:

- Depths of excavations related to the datum.
- Final plan dimensions of excavations.

Method of measurement: To be jointly agreed between the Engineer and Contractors Site Manager unless otherwise agreed.

#### **1.3 INSPECTION**

##### **Notice**

Give sufficient notice so that inspection may be made of the following:

- Excavation completed to contract levels or founding material.
- Filling completed to contract levels.

#### **2.1 FILL MATERIALS Fill material generally**

Fill material is to be inorganic, non-perishable material. Excluded materials:

- Organic soils.
- Materials contaminated through past site usage.
- Silts or silt-like materials.
- Fill containing wood, metal, plastic, boulders or other deleterious material

##### **Re-use of material recovered from excavation**

Re-use excavated material elsewhere on site if approved by the Engineer.

### **3 EXECUTION**

### **3.1 REMOVAL OF TOPSOIL General**

Remove topsoil to all areas to be cut, areas to be filled, areas to be occupied by structures, pavements, embankments and the like.

Maximum depth: 100 mm.

#### **Re-use of removed topsoil**

Re-use removed topsoil elsewhere on site as directed by the Engineer.

### **3.2 EXCAVATION Extent**

Excavate over the site to give correct levels for construction, pavements, filling and landscaping. Excavate for footings, pits and shafts, to the required sizes and depths. Confirm that bearing capacity is adequate.

#### **Disposal of excess excavated material**

Remove excess excavated material from the site and dispose of legally.

### **3.3 BEARING SURFACES General**

Provide flat bearing surfaces for loadbearing elements including footings. Step to suit changes in levels. Make the steps to the appropriate courses if supporting masonry.

### **3.4 REINSTATEMENT OF EXCAVATION**

Where excavation is deeper than the required depth, fill and consolidate to the correct depth.

### **3.5 SUPPORTING EXCAVATIONS Provision of supports**

Provide temporary supports to all excavations greater than 1.8m deep. Confirm type of supports and level of protection required with the Engineer.

#### **Removal of supports**

Remove temporary supports progressively as backfilling proceeds.

### **3.6 ADJACENT STRUCTURES Temporary supports**

Provide supports to adjacent structures where necessary, sufficient to prevent damage arising from the works. This applies to all structures where the line of influence is interfered with by the proposed excavation works.

Lateral supports: Provide lateral support using shoring.

Vertical supports: Provide vertical support where necessary using piling or underpinning or both.

#### **Permanent supports**

If permanent supports for adjacent structures are necessary and are not described, give notice and obtain instructions.

### **3.7 PREPARATION FOR FILLING General**

Prepare the ground surface before placing fill (including topsoil fill), ground slabs or load bearing elements. Shape to assist drainage. Compact the ground exposed after stripping or excavation.

### **3.8 PLACING FILL General**

Layers: Place fill in maximum 150mm horizontal layers across the fill area. Mix: Place fill in a uniform mixture.

Protection: Protect the works from damage due to compaction operations. Where necessary, limit the size of compaction equipment or compact by hand. Commence compacting each layer at the structure and proceed away from it.

### **3.9 COMPACTION REQUIREMENTS FOR FILL AND SUBGRADE Density**

Compact the subgrade exposed by excavation to a minimum depth of 15cm. Compact each layer of fill to the required depth and density, as a systematic construction operation. Shape surfaces to provide drainage and prevent ponding.

Density of all layers of filling are to be approved by the Engineer before subsequent layers are placed. Maximum rock and lump size in layer after compaction: 2/3 compacted layer thickness.

#### **Moisture content**

Adjust the moisture content of fill during compaction in order to achieve the required density. Do not allow subgrade or fill layers to dry out after compaction before placing subsequent layers of fill. Do not over water filling to greater than moisture content of adjoining undisturbed ground.

### **SERVICE TRENCHING**

#### **1 GENERAL**

##### **1.1 INSPECTION Notice**

Give sufficient notice so that inspection may be made at the following stages:

- Service trenches excavated before laying the service.
- Services laid in trenches and ready for backfilling.

#### **2 EXECUTION**

##### **2.1 EXCAVATING Excavation**

Excavate for underground services, to required levels and grades. Generally, make the trenches straight between inspection points and junctions, with vertical sides and uniform grades.

#### **Trench widths**

General: Keep trench widths to the minimum required for laying and bedding of the relevant service and construction of pits.

#### **Trench depths**

If excavation is necessary below the zone of influence of the underside of adjacent footings, give notice, and provide support for the footings as instructed.

#### **Obstructions**

Clear trenches of sharp projections. Cut back roots encountered in trenches to at least 600 mm clear of services. Remove other obstructions including stumps and boulders which may interfere with services or bedding.

#### **Dewatering**

Keep trenches free of water. Place bedding material, services and backfilling on firm ground free of surface water.

### **Excess excavation**

If trench excavation exceeds the correct depth, reinstate to the correct depth and bearing value using compacted bedding material or sand stabilized with 1 part of cement to 20 parts of sand by weight.

## **2.2 BACKFILLING General**

Backfill service trenches as soon as possible after the service has been laid and bedded, if possible

on the same working day. Place the backfill in layers maximum 150 mm thick and compact to approval of Engineer.

### **Backfill material**

General fill with no stones greater than 25 mm occurring within 150 mm of the service, or other materials as required for particular services or locations.

Under roads and paved areas and within 4 m of building: Coarse sand, controlled low strength material or fine crushed rock.

In topsoil areas: Complete the backfilling with topsoil for at least the top 100 mm.

## **2.3 REINSTATEMENT OF SURFACES General**

Reinstate existing surfaces removed or disturbed by trench excavations to match existing and adjacent work.

## **CONCRETE - GENERAL**

### **1 GENERAL**

#### **1.1 INSPECTION Notice**

Give sufficient notice so that inspection may be made of the following:

- Base or subgrade before covering.
- Membrane or film underlay installed on the base.
- Completed formwork, and reinforcement, cores, fixings and embedded items fixed in place.
- Surfaces or elements to be concealed in the final work before covering.
- Commencement of concrete placing.

#### **1.2 SUBMISSIONS Products –**

#### **proposals**

Curing by the covering sheet method: Submit details of the proposed covering material. Repair materials: Submit proposals for epoxy resin/grout and elastomeric sealant.

## **2 EXECUTION**

### **2.1 PRODUCTS Reinforcement**

All reinforcing shall be supported and wired together to prevent displacement by construction loads, or the placing of concrete. Any tack or spot welding of reinforcement shall not be performed without approval from the Engineer.

Reinforcement shall be free of loose rust and of any other coating which may adversely affect the bond. Splices in bar reinforcement shall be located and lapped as shown on the design drawings. Bars in lapped splices shall be in contact unless otherwise shown on the design drawings. Additional splices, if required, shall be made only at locations, and in a manner approved by the Engineer. Welded splices shall not be used.

Welded wire fabric used in concrete paving shall have lapped splices made so that the overlap between the outermost cross wires of each fabric sheet is at least 50 mm.

Concrete spacers, metal or plastic bar spacers i.e. chairs, shall be used for obtaining proper spacing of reinforcement from the bottom and sides of formwork.

### **Formwork**

Construct formwork with timber or steel elements to support the concrete for full duration of critical curing period. Construct in a durable manner with sufficient props and fixings to ensure that the formwork remains in position at all times.

### **Aggregate**

- For fixed form placement: < 40 mm.
- For slip form placement: To be a size compatible with the paving machine.

Washing: Wash aggregate as necessary or as directed to remove significant dust or achieve requirements for soluble salt content or concrete drying shrinkage.

### **Cement**

Cement shall conform to the requirements of ASTM specification C-150 Type 1 or similar approved standard for normal Portland cement.

Cement shall be free from any hardened lumps and foreign matter. It shall have a minimum of 90% of particles by weight passing the 75-micron sieve, an initial setting time in excess of 30 minutes and a final setting time of less than 7 hours.

Cement shall be stored in a waterproof shaded area. The cement stacks shall be placed at a minimum distance of 300mm from the walls. The damp proof floor shall be constructed by raising it minimum 300mm above the ground.

### **Curing products**

Covering sheet materials: To be opaque polyethylene film, or burlap-polyethylene sheet, or equivalent material.

### **Concrete**

Ready-mixed concrete shall comply with M-150 (1:2:4) for non-reinforced mass concrete and M-200 (1:1.5:3) for reinforced concrete and the requirements of these standards.

On site batch, mixed concrete shall have characteristics and proportions of concrete ingredients which conform to those specified in M-150 (1:2:4) and M-200 (1:1.5:3).

Admixtures: Introduce in solution in a portion of the mixing water. Ensure a uniform distribution of the admixture in the batch within the mixing period.

Mixing time: Measure the mixing time after solid materials are in the mixer, provided that mixing water is introduced before a quarter of the mixing time has elapsed. Increase mixing time if necessary to obtain the required uniformity and consistence of concrete. Do not over mix such that additions of water are needed.

Transport: Transport and discharge the concrete without segregation.

### 3 EXECUTION

#### 3.1 PLACING- GENERAL Hot weather

Avoid premature stiffening of the mix and reduce water absorption and evaporation losses. If the temperature of the surrounding air is higher than 32°C:

- Mix, transport, place and compact the concrete as rapidly as possible, and cover with an impervious membrane or hessian kept wet until moist curing begins.
  - Hold the concrete to a temperature 32°C when placed.
- a. Concrete temperatures shall be kept within desirable limits using recommended methods.
  - b. For mass concrete, i.e., concrete sections having a minimum dimension of 750mm or greater, the maximum acceptable concrete temperature is 21°C at time of discharge.
  - c. For other concrete structures, the maximum acceptable concrete temperature is 32°C at time of discharge.
  - d. If ice is used as part of the mixing water, mixing should be continued until the ice is completely melted.
  - e. Re-tempering shall not increase the water content above that in the mix design.

#### Placing in fixed forms

Place concrete uniformly over the width of the slab and so that the face is generally vertical and normal to the direction of placing. Hand spread concrete using shovels, not rakes.

Compact concrete using internal mechanical vibration of sufficient amplitude to produce noticeable vibrations at 300 mm radius. Insert vibrators into the concrete to the depth which will provide the best compaction, but not deeper than 50 mm above the surface of the sub-base, and for a duration sufficient to produce satisfactory compaction, but not longer than 30 seconds in any one location.

#### Elapsed delivery time

General: Ensure that the elapsed time between the wetting of the mix and the discharge of the mix at the site is in conformance with the **Elapsed delivery time table**. Do not discharge below 10°C or above 32°C.

#### Finishing

Immediately after placement and spreading and compaction of the plastic concrete, start finishing operations to achieve finish shown on the drawings.

#### Curing

Protect fresh concrete from premature drying and from excessively hot or cold temperatures. Maintain the concrete at a reasonably constant temperature with minimum moisture loss for the curing period.

- Temperature: Maintain the concrete at a temperature > 5°C for at least 7 days.

Covering sheet method: Immediately after finishing operations cover concrete using damp hessian or cotton mats overlapped at least 150 mm and anchored against displacement by wind or other interference. Keep the mats continuously damp until covered by the covering sheet material. Repair tears and the like immediately.



- Joint sawing: Sheet materials may be removed for the minimum distance and period to permit joint sawing, provided the concrete is kept moist by other means.

Moist curing method: Immediately after finishing operations keep the concrete surface continuously damp by spraying constantly with water, fog, or mist, using suitable spraying equipment.

Minimum curing time: 7 days.

### **3.2 CORES, FIXINGS AND EMBEDDED ITEMS Adjoining elements**

For adjoining elements to be fixed to or supported on the concrete, provide for the required fixings. If required, provide for temporary support of adjoining elements during construction of the concrete.

### **3.3 COMPACTION**

Methods: Use immersion and screed vibrators accompanied by hand methods as appropriate to remove air bubbles and to fully compact the mix.

Vibrators: Do not allow vibrators to come into contact with partially hardened concrete, reinforcement or items including pipes and conduits embedded in concrete. Do not use vibrators to move concrete along the forms. Avoid over-vibration that may cause segregation.

#### **Placing**

Use placing methods which avoid segregation and loss of concrete, and which minimize plastic settlement. Maintain a generally vertical and plastic concrete edge at faces of a pour.

Layers: Place concrete in layers 300 mm thick, such that each succeeding layer is compacted before previous layer has taken initial set.

#### **Rain**

General: Do not expose concrete to rain before it has been placed and set.

#### ***Finishing, Curing, Form Removal and Patching***

Finishing - Unless otherwise required on the design drawings or specifications for the project, concrete surfaces shall be finished as follows:

##### **Pavement and Walks**

- a. Top surfaces shall be brought to proper level with a screed.
- b. After the water sheen has disappeared, the surface shall be floated with wood or metal floats or with a finishing machine using float blades.
- c. Before the concrete has thoroughly hardened, the surface shall be roughly scored using a steel wire or stiff coarse fibre broom. The depth of scoring shall not exceed 3 mm.
- d. Control joints may be formed by saw cut or cast-in-place plastic strips. Joints to be sawed shall be done as soon as the concrete surface is firm enough not to be torn or damaged by the blade.

##### **Building Floor and Roof Slabs**

- a. Screed and float as specified in Paragraph 4.4.8.1.1 for pavements and walks.
- b. All roof slabs and floor slabs receiving a tile-floor or other type of finish shall be steel trowel finished. c. Other building floors shall be given a wood float finish.

#### **Curing**

Curing to maintain a satisfactory moisture content and concrete temperature shall be performed using the applicable methods and procedures recommended in ACI 305R, ACI 306R, and ACI 308.

Curing by any of the methods specified shall continue for a minimum of 7 days for concrete at a temperature of 50°F (10°C) or more. When high early strength concrete is used, the curing period may be reduced to a minimum of 3 days.

During the curing period, the concrete shall be protected from damage by construction equipment, materials, rain, running water, heavy shock, and vibration.

In cold weather, when the mean daily temperature is less than 4°C, the concrete shall be maintained between 10°C and 21°C for the required curing period. Necessary arrangements shall be made in advance for heating, covering, insulating, or enclosing the concrete work to maintain the required temperature and moisture conditions. When heaters using combustible fuels are used in an enclosure, the heaters shall be vented to the outside of the enclosure.

In hot weather, necessary arrangements shall be made in advance for protective measures needed to prevent rapid drying of the concrete. These protective measures shall be started as quickly as finishing and hardening will allow.

### **Backfill**

Unless otherwise specified on the design drawings or specifications, backfill around foundations shall be Class II structural fill.

### **Formwork**

Formwork shall be designed, erected, supported, braced, and maintained so that it will sustain all vertical and lateral loads until such loads can be supported by the concrete structure itself.

Forms shall conform to the shape and dimensions of the members shown on the design drawings. Forms and their supports shall be designed so as not to damage previously placed concrete. Forms shall be true, rigidly constructed, and sufficiently tight to prevent leakage of cement paste.

All forms for exposed work shall be free of defects likely to cause imperfections on the surface of the concrete.

Forms shall be suitable for the work to be performed and may be of dressed lumber, plywood, metal, or other suitable materials. Chamfer strips are required for all exposed corners.

Form material which is to be reused shall have damaged parts repaired and the concrete side thoroughly cleaned before reusing.

Temporary openings shall be provided at the base of column and wall forms to facilitate cleaning and inspection. Adjustable type shoring can be used for supporting roof forms or elevated floors. Tolerances for forms shall be as follows:

- (i). Variations from plumb in columns, piers and walls is 6 mm in 3 m, but not to exceed 25 mm total.
- (ii). Variation from level in slab and beam soffits (horizontal undersides) 6 mm in 3 m but not more than 18 mm unless otherwise noted on the design drawings. Where necessary to maintain this tolerance, the formwork shall be cambered to compensate for anticipated deflections in the formwork due to the weight and pressure of the fresh concrete and due to construction loads.
- (iii). Form ties shall be standard shop ties or screw ties. The holes left by the removal of the tie ends shall be patched with mortar.
- (iv). The form release agent shall be applied before any bar supports and reinforcing steel is placed. Excess form release agent shall not be allowed to stand in puddles in the form or come in contact with concrete against which fresh concrete will be placed.

(v). Forms shall be constructed to facilitate their removal without damage to the concrete. Forms shall be preferably removed in the following order (1) columns, (2) sides of beams and girders, (3) bottom of slabs, beams, and girders.

## **Reinforcement and Anchor Bolts**

### **Reinforcement**

All reinforcing shall be supported and wired together to prevent displacement by construction loads, or the placing of concrete. Any tack or spot welding of reinforcement shall not be performed without approval by the Engineer.

Reinforcement shall be free of loose rust and of any other coating which may adversely affect the bond. Splices

in bar reinforcement shall be located and lapped as shown on the design drawings. Bars in lapped splices shall be in contact unless otherwise shown on the design drawings. Additional splices, if required, shall be made only at locations, and in a manner approved by Engineering. Welded splices shall not be used.

Welded wire fabric used in structural concrete shall have lapped splices such that the overlap between the outermost cross-wires of each fabric sheet is not less than the spacing of the cross-wires plus 50 mm. Fabric shall be supported, in the same manner as reinforcing bars, to place the fabric in its proper location within the concrete member.

Welded wire fabric used in concrete paving shall have lapped splices made so that the overlap between the outermost cross wires of each fabric sheet is at least 50 mm.

In lieu of adequate support of the welded wire fabric, the fabric shall be lifted during placing of concrete to ensure proper positioning in the concrete.

Unless specifically indicated on the design drawings, splicing by means of proprietary mechanical splices shall not be used.

Concrete spacers, metal or plastic bar spacers i.e. chairs, shall be used for obtaining proper spacing of reinforcement from the bottom and sides of formwork.

## **CONCRETE BLOCK WORK**

### **1 GENERAL**

#### **1.1 INSPECTION Notice**

Give sufficient notice so that inspection may be made of the following:

- Set out of concrete block to lintels, arches and other architectural features.
- Damp-proof courses, in position.
- Lintels, in position.

### **2 PRODUCTS**

#### **2.1 MATERIALS Concrete blocks**

Solid concrete blocks shall be sound and free from cracks, broken edges, honeycombing, and other defects that would interfere with the proper placing of block or impair the strength or performance during construction. They shall be free from flaws, cracks, chips, stones, and nodules of lime or canker. A Concrete block shall not absorb more than 1/6th of its weight of water after being soaked for one hour.

## General

The concrete block units shall be made in sizes and shapes to fit different construction needs. They include stretcher, corner, double corner or pier, jamb, header, bullnose, and partition block, and concrete floor units.

Concrete block shall only be used when the Engineer has approved the concrete blocks. The Contractor may then only change the source of supply of concrete blocks after samples from the new supplier have similarly been

The concrete block—hollow (open or closed cavity) or solid shall be referred to by its nominal dimensions. The nominal dimensions of the concrete blocks are given below:

Length: 400mm

Width: 200mm

Height: 200mm

In addition to the blocks mentioned above, blocks shall be manufactured in half lengths of 200, 250, and 300 mm to correspond to the full lengths. The tolerance in the length of the units shall not be more than +/- 5 mm and maximum variation in height and width of the unit, not more than +/- 3mm.

The blocks shall have a block density of 1500 kg/m<sup>3</sup> but not less than 1000 kg/m<sup>3</sup>. These shall be manufactured for minimum compressive strengths of 2.0, 3.0, and 5.0 N/mm<sup>2</sup> respectively, at 28 days.

All concrete blocks used shall be free from cracks, chips, flaws and other blemishes.

The average compressive strength and density of eight blocks shall not be less than as specified in Table-1 below-

**Table-1: Compressive Strength and Density of Concrete Blocks**

Type	Grade	Density of block Kg/mm <sup>3</sup>	Minimum Average compressive strength of units	Minimum strength of individual units N/mm <sup>2</sup>
Hollow (open & closed cavity) load bearing unit	A(3.5)	Not less than 1500	3.5	2.8
	A(4.5)		4.5	3.6
	A(5.5)		5.5	4.4
	A(7.0)	Not less than 1500 but not less than 1000	7.0	5.6
	B(2.0)		2.0	1.6
	B(3.0)		3.0	2.4
	B(5.0)		5.0	4.0
Hollow (open and closed cavity) non-load bearing units	C(1.5)	Less than 1500 but not less than 1000	1.5	1.2
Solid load	D(5.0)	Not less than 1800	5.0	4.0
Bearing Units	D(4.0)		4.0	3.2

The drying shrinkage of the blocks (average of three blocks), when unrestrained, shall not exceed 0.1%. The

moisture movement (average of three blocks) shall not exceed 0.09%.

The water absorption (average of three blocks) shall be not more than 10% by mass.

The face shells and webs shall increase in thickness from the bottom to the top of the unit. Depending upon the core molds used, the face shells and webs of the concrete blocks shall be flared and tapered or straight tapered. The thickness of the web shell and face shell should not be less than the values given in Table-4.

Nominal block length and width	Face shell thickness	Thickness of web	Total web thickness per course in any 200 mm of walling
	Min.	Min.	Min.
100 or less	25	25	25
Over 100 to 150	25	25	30
Over 150 to 200	30	25	30
Over 200	35	30	38

The blocks shall be cured in a curing yard or in an immersion tank and shall be kept in a moist condition for 14 days. When the blocks are cured in an immersion tank, the water of the tank shall be changed at least every four days.

After curing, the blocks shall be dried in the shade before being used for work. They shall be stacked with void-face horizontal to facilitate the passage of air. The blocks must be allowed to complete their initial shrinkage before they are used for construction.

### **Mortar materials**

Cement shall conform to the requirements of ASTM specification C-150 Type 1 or similar approved standard for normal Portland cement.

Sand: Fine aggregate with a low clay content selected for grading, sharp and free from efflorescing salts. River or pit sand should be sharp, angular, hard, clean uncoated particles free from clay and organic impurities.

Water: Water to be used for the mixing of mortar should be clean and free from oil, acid, alkali, salts, organic materials or other substances that are harmful to the mortar mix.

Measurement of volume: Measure binders and sand by volume using buckets or boxes. Do not allow sand to bulk by absorption of water.

### **Mortar**

Ratio of mix for concrete block masonry shall be 1:4, cement-sand.

Mortar joints shall not exceed 8mm in thickness; all joints shall be fully filled with mortar. All sand and cement for mortar shall be mixed in the correct proportion by the use of:

- a. Wooden box.
- b. Bucket, plastic or steel.

All sand and cement for concrete block masonry shall be fully mixed prior to the addition of water on a water proof surface. The mortar shall be fully mixed by turning at least 3 times following addition of the water.

Every course of concrete block shall be horizontal and the resulting constructed wall shall be vertical. Under no circumstances will vertical joints in consecutive layers of concrete block be accepted.

No broken or damaged concrete blocks are to be incorporated into the masonry.

Concrete blocks shall be laid with the frog facing upwards, except for the final (top) course which shall be laid with the frog facing down.

Concrete block constructed during the course of one shift (8 hours) shall not exceed 1m in height. When stopping incomplete concrete block, the concrete blocks shall be stepped at an angle not to exceed 45°. All joints shall be raked and the concrete block faces cleaned at the end of each shift (8 hours).

All concrete block is to be kept wet for a period of not less than 10 days following its construction. At the end of each shift the top of all concrete block being cured is to be flooded with water.

All sand, lime and cement for plaster masonry shall be fully mixed prior to the addition of water on a water proof surface. The mortar shall be fully mixed by turning at least 3 times following addition of the water.

Plaster mortar is to be applied in layers not to exceed 12mm in thickness.

The cement to be used in the work should be ordinary Portland cement complying with ASTM C-150 or BS-12.

All cement should be protected from moisture and damage in transit any deteriorated or hardened cement will not be permitted in the works and is to be removed from site at the contractors' expense.

## **Sand**

River or pit sand should be sharp, angular, hard, clean uncoated particles free from clay and organic impurities. Well graded sand must be used for all cement work. Sand required for concrete block must be finer than that for stone work.

For ordinary masonry work, concrete and first coat of plaster, the sand should pass through a 2.00 mm sieve.

## **3 EXECUTION**

### **3.1 GENERAL General**

Concrete block shall be built plumb, curved or battered as shown on the Drawings or as may be required, by skilled masons and properly supervised workmen. Concrete blocks shall be clean and if necessary, they shall be scrubbed. Concrete blocks shall be soaked in water for at least one hour before use.

Unless otherwise specified concrete blocks shall be laid in English Bond, with frogs downward. All horizontal joints shall be parallel and level. Vertical joints in alternate courses shall come directly over one another. Joint thickness shall be 6mm and shall in no case exceed 8mm

### **Mortar mix**

Mortar mixing shall be done in a mechanical mixer unless the Engineer specifically permits hand mixing. If hand-mixing is done, the operation shall be carried out on a clean watertight platform and cement & sand shall be first mixed dry in the required proportion to obtain a uniform color and then the mortar shall be mixed for at least two minutes after addition of water.

## **LIGHT STEELWORK**

### **1 GENERAL**

#### **1.1 INSPECTION Notice**

Give notice so that inspection may be made of steel framing erected before lining or cladding.

#### **1.2 SUBMISSIONS Design**

The Contractor is to confirm that all proposed member sizes are available for the project in accordance with the drawings and BOQ. If selected sizes are not available, seek alternatives and obtain approval from the Engineer.

## **2 EXECUTION**

### **2.1 CONSTRUCTION GENERALLY Fabrication**

Length: Cut members accurately to length so that they fit firmly against abutting members. Service holes: Form holes by drilling or punching if needed.

- Bushes: Provide plastic bushes or grommets to site cut holes.
- Swarf: Remove swarf and other debris from cold-formed steel framing immediately. Site work: Do not fabricate on site where welded connections are required.

#### **Fastening**

Select from the following:

- Bolting.
- Self-drilling, self-tapping screws.
- Blind rivets.

#### **Welding**

Burning: Avoid procedures that result in greater than localized “burning” of the sheets or framing members. Protect other adjoining materials from damage during welding activities.

Other workers: Protect other workers on site from welding flash, sparks and other potential injuries during welding activities.

#### **Prefabricated frames**

Protect frames from damage or distortion during storage, transport and erection.

#### **Protection**

Coatings which have been damaged by welding or other causes shall be restored. Thoroughly clean affected areas to base metal and coat with zinc rich organic primer.

### **2.2 TRUSSES Fabrication**

Factory assemble trusses and transport to site where possible. Obtain approval from the Engineer if it is required to fabricate trusses on site.

#### **Installation**

Fix to support structures, plumb to within  $H/200$ , where H is the height at the apex.

### **2.3 COMPLETION Cleaning**

On completion of framing remove debris from any gaps between members

## **STEELWORK PAINTING**

### **1 GENERAL**

#### **1.1 INSPECTION Notice**

Give sufficient notice so that inspection may be made of the following:

- Surfaces after preparation prior to application of first coating.
- Coating after application of final coat.

## **1.2 SAMPLES**

### **Painting and coating colour**

Submit a sample of the finished product for each different coating system. Size of each sample: 200 x 200 mm.

## **2 PRODUCTS**

### **2.1 GENERAL General**

All protective coatings must be handled, stored, mixed and applied strictly in accordance with the manufacturer's instructions and Product Data Sheets.

## **3 EXECUTION**

### **3.1 PROTECTION Surroundings**

Provide protection of the surroundings to the coating works and ensure that no abrasive, overspray or paint waste debris is released either to air, ground or to any watercourse. Repair or clean damage as appropriate.

#### **Contamination**

Ensure protection of sensitive items during surface preparation and coating works. Do not permit surface preparation debris to contaminate coated surfaces which are not yet dry, nor cause damage to any other services or equipment.

#### **Repair of coating damage**

If damage occurs repair so as to ensure that the full corrosion protection ability of the system is reinstated.

### **3.2 SURFACE PREPARATION General**

Coatings shall be applied only to properly prepared and cleaned surfaces.

#### **Surface preparation**

Ensure all surfaces are free from oil, grease, dirt, bird droppings or any other contaminants, particularly soluble contaminants.

Surface defects: Remove or correct other surface defects, including cracks, laminations, deep pitting, undercutting, weld spatter, slag, burrs, fins and sharp edges.

Remove all weld spatter by grinding or chipping.

#### **Priming**

Prime coat all surfaces with zinc rich primer on the same day as the completion of surface preparation works. In every case, the specified surface preparation standard, in both cleanliness and profile, shall be evident at the time that the primer coating is applied.

### **3.3 COATING APPLICATION General**

Apply the coatings in accordance with the **drawings or manufacturer recommendations**.

#### **Final surface preparation or coating application**



Defects: Apply materials so as to produce an even coating free from film defects.

Detail: Stripe coat all welds, bolt holes, sharp edges and difficult to spray areas by brushing in with the prime coat and intermediate coat material prior to the full coating application.

### **Subsequent coats**

Ensure that before any subsequent coating layer is applied, the surface condition of the preceding coat is complete and correct in all respects, including its cleanliness and freedom from defects. Correct any defects before the next coating layer is applied.

## **WATERPROOFING**

### **1 GENERAL**

#### **1.1 INTERPRETATIONS Definitions**

For the purposes of this work section the definitions given below apply.

- Substrates: The surfaces on which membrane systems are laid.
- Bitumen: A viscous material comprising complex hydrocarbons which is soluble in carbon disulphide, softens when it is heated, is waterproof and has good powers of adhesion. It is produced as a refined by-product of oil.
- Bond breakers: Layers which prevent membranes from bonding to the backgrounds.
- Membranes: Impervious barriers to liquid water which may be:
  - . Liquid applied: Membranes applied in liquid or gel form and air cured to form a seamless film.
  - . Sheet applied: Membranes applied in sheet form with joints lapped and bonded.
- Membrane systems: Combinations of membranes, flashings, drainage and accessories which form waterproof barriers, and which may be:
  - . Loose laid.
  - . Bonded to backgrounds fully or partially.

#### **1.2 INSPECTION Notice**

Give sufficient notice so that inspection may be made as follows:

- Background preparation completed.
- Before membranes are finished, covered up or concealed.

### **2 PRODUCTS**

#### **2.1 MEMBRANES Membrane systems**

To be proprietary membrane systems where possible having certification from an international testing organization.

#### **Internal roof outlets for membrane roof**

Proprietary funnel shaped sump cast into the roof slab, set flush with membrane, with a flat removable grating and provision (e.g. clamp ring) for sealing the membrane into the base of the outlet.

### **3 EXECUTION**

### **3.1 PREPARATION General**

Prepare backgrounds as follows:

- Fill all cracks in backgrounds wider than 1.5 mm with a filler compatible with the membrane system.
- Fill voids and hollows in concrete backgrounds with a concrete mix not stronger than the background.
- Remove excessive projections.
- Remove deleterious and loose material.
- Leave the surface free of contaminants, clean and dust free.

#### **Moisture content**

Concrete backgrounds: Cure for > 21 days.

#### **Joints and fillets**

Internal corners: Provide 45° fillets. External corners: Round edges.

Movement control joints: Prepare all background joints to suit the membrane system.

#### **Priming**

### **3.2 APPLICATION Protection**

Protect membrane from damage during installation.

#### **Drains**

Prevent moisture from tracking under the membranes at drainage locations. Drains and cages: Provide grates or cages, to prevent blockage from debris.

Overflows: Turn the membranes into the overflow to prevent moisture from tracking behind the membrane.

#### **Sheet joints**

Bituminous sheet membranes:

- Side laps > 50 mm.
- End laps > 100 mm. Synthetic rubber membranes:
- Factory-vulcanized laps > 40 mm.
- Field side laps > 50 mm for side laps.
- Field end-laps > 100 mm for end laps.

**Curing of liquid applied systems** to the manufacturers' instructions.

#### **Movement control joints**

Locate over movement control joints in the substructure.

Fillets and bond breakers: Provide of sufficient dimension to allow the membrane to accommodate the movement. Bonded membranes: Carry movement joints in the substrate through the surface finish.

#### **Membrane terminations**

Edge protection: Provide upturns above the maximum water level expected from the exposure conditions of rainfall intensity and wind.

- Minimum height of 200mm for all upturns above membrane level unless noted otherwise on the drawings.
- Anchoring: Secure sheet membranes along the top edge.
- Edge protection: Protect edges of the membrane.
- W water proofing above terminations: Waterproof the structure above the termination to prevent moisture entry behind the membrane using capping, waterproof membranes or waterproof coatings.

### **Membrane vertical penetrations**

- Pipes, ducts, and vents: Provide separate sleeves for all pipes, ducts, and vents and have them fixed to the substrate. Minimum height of 200mm for all sleeves above membrane level unless noted otherwise on the drawings.

### **Overlaying finishes on membranes**

Compatibility: If a membrane is to be overlayed with another system such as tiles, pavers, ballast, insulation, soil, and the like, provide an overlaying system that is compatible with and not cause damage to the membrane.

Ensure that no damage is caused to the membrane during the laying of the overlay material. If any damage occurs immediately stop work and repair the damage before proceeding with the overlay process.

Bonded or partially bonded systems: If the topping or bedding mortar requires to be bonded to the membrane, provide sufficient movement joints in the topping or bedding mortar to reduce the movement over the membrane

## **ROOFING**

### **1 GENERAL**

#### **1.1 INSPECTION Notice**

Give sufficient notice so that inspection may be made of:

- Roof framing during construction.
- Those parts of the roofing, vapour barrier, insulation and roof plumbing installation which will be covered up or concealed.

#### **1.2 SUBMISSIONS Samples**

Submit samples of the following showing the range of variation available:

- Corrugated and flat metal roof sheeting
- Roof capping, flashings, gutters, downpipes

### **2 PRODUCTS**

#### **2.1 MATERIALS AND COMPONENTS Fasteners**

Self-drilling screws: Corrosion resistant screws to approval of Engineer. Nuts and bolts: Corrosion resistant fastenings to approval of Engineer.

Fastenings to timber battens or purlins: Provide fastenings just long enough to penetrate the thickness of the timber without piercing the underside.

#### **2.2 CORRUGATED METAL ROOFING AND CLADDING General**

Provide a proprietary system of preformed corrugated sheets and all purpose-made accessories required to complete the installation to roof framing or wall framing. Refer to **detailed drawings** for details.

#### **2.3 FLAT SHEET METAL ROOFING AND CLADDING General**

Provide a system of flat metal sheets and all purpose-made accessories required to complete the installation to roof framing or wall framing.

### 3 EXECUTIONS

#### 3.1 INSTALLATION

##### Protection

Keep the roofing and rainwater system free of debris and loose material during construction, and leave them clean and unobstructed on completion. Repair damage to the roofing and rainwater system.

If it is necessary to repair minor damage to metal roofing, do so immediately after the damage has occurred. The Contractor is taking care not to damage other surfaces during the repair works.

##### Thermal movement

Provide for thermal movement in the roof installation and the structure, including movement in joints and fastenings.

#### 3.2 SHEET METAL ROOFING AND CLADDING

##### Roofing sheet installation

**Fixings:** Provide all fixings required to fix the roof sheeting to the framing so that the entire roof covering is waterproof and secure. All loose edges are to be fixed down to ensure that they cannot get loose in high winds.

Expansion joints: refer to drawings for locations of expansion joints in roofs and details of construction.

##### Ridges and eaves

Treat ends of sheets as follows:

- Project sheets 50 mm into gutters.
- Close off ribs of ribbed sheeting at bottom of sheets using mechanical means or with purpose-made end caps.
- Turn pans of ribbed sheeting up at tops and down into gutters by mechanical means.
- Provide pre-cut notched eaves flashings and bird proofing wire mesh where necessary.

##### Ridge and eaves capping

Finish off along ridge and side eaves edges with purpose-made ridge capping and eaves cappings.

##### End laps

Where end laps are unavoidable in roof sheeting, and the sheet profile is not suitable for interlocking or contact end laps, construct a stepped type lap. Refer to details on drawings as required.

Length of lap (mm): Laps to ends of sheets should not be less than 150mm and sealed with a continuous line of silicone sealant between the sheets of roofing.

#### 3.5 ROOF PLUMBING General

Provide the flashings, capping, gutters, rainwater heads, outlets and downpipes necessary to complete the roof system.

##### Jointing sheet metal rainwater goods

**Butt joints:** Make joints over a backing strip of the same material. Soldered joints: Do not solder aluminium or aluminium/zinc-coated steel.

Sealing: Seal fasteners and mechanically fastened joints. Fill the holes of blind rivets with silicone sealant.

##### Flashings and capping

**Installation:** Flash roof junctions, upstands, abutments and projections through the roof. Preform to required shapes where possible. Cut, notch, bend or dress down as necessary to follow the profile of adjacent surfaces. Lap

joints 150 mm in running lengths. Provide matching expansion joints at 6 m maximum intervals.

**Upstands:** Flash projections above or through the roof with two part flashings, consisting of a base flashing and a cover flashing, with at least 100 mm vertical overlap. Provide for independent movement between the roof and the projection.

**Wall abutments:** Provide over flashings where roofs abut walls, stepped to the roof slope in concrete block.

- In masonry: Build cover flashing at least 100mm into the wall at least 250mm above the roof level. Provide base flashing on roof and provide at least 100mm vertical overlap.

- **In concrete:** Turn cover flashing at least 30 mm into saw cut grooves at least 250mm above the roof level, wedge at 200 mm centres with compatible material and render over top of flashing. Provide base flashing on roof and provide at least 100mm vertical overlap.

Fixing to pipes: Solder, or seal with neutral cured silicone rubber and either of the following:

- Secure with a clamping ring.
- Provide a proprietary flexible clamping shoe with attached metal surround flashing.

## **Gutters**

Prefabricate gutters to the required shape where possible. Form stop ends, bends and returns. Provide overflows to prevent back-flooding.

Gutter and sump support: Provide framing and lining to support valley gutters, box gutters and sumps. Line the whole area under the gutters and sumps.

Support: Steel straps as shown on drawings or as approved by the Engineer.

Lining: Timber boards or plywood as shown on drawings or as approved by the Engineer.

Valley gutters: Profile to suit the valley boarding. Nail or screw to the valley boarding at the top end to prevent the gutter creeping downwards.

Gratings and guards: Provide removable gratings over rainwater heads and sumps:

- Type: Wire mesh cages reinforced with steel bars where required due to size and expected snow loads. Refer to drawings for details.

## **WINDOWS**

### **1 GENERAL**

#### **1.1 INTERPRETATION Definitions**

For the purposes of this work section windows also includes louvres, either vertical or horizontal, set into frames.

#### **1.2 INSPECTION Notice**

Give sufficient notice so that inspection may be made of the following:

- Openings prepared to receive windows (where windows are to be installed in prepared openings).
- Fabricated window assemblies delivered to the site, before installation.
- Commencement of window installation.

### **2 PRODUCTS**

#### **2.1 LOUVRE ASSEMBLIES General**

Provide louvre blades mounted in a surround frame and able to withstand the wind pressure for that location without failure or permanent distortion of blades, and without blade flutter.

### **Adjustable louvres**

Provide louvre blades clipped into holders which pivot, linked together in banks, each bank operated by an operating handle incorporating a latching device, or by a locking bar.

### **Screens**

Provide metallic coated steel wire mesh screens behind louvres to prevent the entry of birds, rodents and windblown leaves and papers.

## **2.2 INSECT SCREENS: Aluminium framed screens**

Provide insect screens with mesh frame channel. Provide an extended frame section where necessary to adapt to window opening gear.

- Mesh: Fix the mesh into the frame channel with a continuous resilient gasket, so that the mesh is taut and without distortion.

### **Fixed screens**

Provide fixed screens to the window frames with a clipping device which permits removal for cleaning.

### **Hinged screens**

Hinge at the side to give access to opening sash.**Sliding screens**

Provide a matching aluminium head guide, sill runner, and frame stile sections for screens not part of the window frame.

- Hardware: Nylon slide runners and finger pull handle.

## **2.3 SECURITY WINDOW GRILLES General**

Provide security grilles in accordance with the drawings or proprietary metal security grille screens, fixed to the building structure with tamper resistant fastenings.

## **2.4 WINDOW HARDWARE Hardware**

Provide hardware of sufficient strength and quality to perform its function, appropriate to the intended conditions of use and climate and fabricated with fixed parts firmly joined.

# **3 EXECUTIONS**

## **3.1 INSTALLATION General**

Install windows so that the frames:

- Are plumb, level and straight within acceptable building tolerances.
- Are fixed or anchored to the building structure to resist the wind loading.
- Will not carry any building loads, including loads caused by structural deflection.
- Allow for thermal movement.

### **Flashing and weathering**

Install moulds, sealant and cement pointing as required so that water is prevented from penetrating the building between the window frame and the building structure.

### **Fixing and fasteners**

**Materials:** Use materials compatible with the item being fixed and of sufficient strength, size and quality to perform their function.

**Concealed fixings:** Provide a corrosion resistant finish.

**Exposed fixings:** Match exposed fixings to the material being fixed.

**Support:** Provide appropriate back support (for example blocking and backing plates) for hardware **fixings**.  
Window fastener spacing (nominal): 600 mm.

**Window fasteners:** Conceal fasteners where possible.

**Packing:** Pack behind fixing points with durable full width packing.

Prepared masonry openings: If fixing timber windows into existing prepared openings with fastenings through the frame face, make the fastener heads finish below the surface and fill the hole for a smooth surface finish.

## **Joints**

Make accurately fitted tight joints so that neither fasteners nor fixing devices such as pins, screws, adhesives and pressure indentations are visible on exposed surfaces.

## **Operation**

Ensure moving parts operate freely and smoothly, without binding or sticking and are lubricated.

## **Supply**

Deliver window hardware items, ready for installation, in individual complete sets for each window.

- In a separate dust and moisture proof package labelled for the specific window.
  - Including the necessary templates, fixings and fixing instructions.
- Refer to the drawings for details of windows and for details of window hardware.

## **3.2 COMPLETION Cleaning**

The Contractor is to clean all frames, glass, and hardware at completion. Any damage to frames, or broken glass is to be repaired or replaced to the satisfaction of the Engineer.

## **Adjustment**

Leave the hardware properly adjusted with working parts in working order and lubricated where appropriate.

## **DOORS**

### **1 GENERAL**

#### **1.1 INTERPRETATION Definitions**

For the purposes of this work section the definitions given below apply.

- **Door frame:** Includes door trims.
- **Door set:** An assembly comprising a door or doors and supporting frame, guides and tracks including the hardware and accessories necessary for operation.
- **Fire-door set:** A door set which retains its strength and limits the spread of fire.
- **Smoke-door set:** A door set which restricts the movement of smoke.
- **Flush door:** A door leaf having two flat faces which entirely cover and conceal its structure. It includes doors with cellular and particleboard cores.
- **Joinery door:** A door leaf having stiles and rails, framed together. A joinery door may also

incorporate glazed panels.

. Louvered door: A joinery door in which the panel spaces are filled in with louvre blades.

## 1.2 INSPECTION Notice

Give sufficient notice so that inspection may be made of the following:

- Door frames standing in place before building in to concrete block.
- Door frames installed before fixing trim.

## 1.3 SUBMISSIONS Samples

Submit samples of all hardware items for approval by the Engineer before use in the works.

### Subcontractors

Automatic sliding door assemblies: Submit names and contact details of proposed supplier and installer.

### Product warranties

Automatic sliding door assemblies: Submit a warranty from the supplier and installer for the system and its installation, for a period of at least twelve months from the date of completion.

**Hardware:** Submit the warranties offered by the manufacturer for the hardware items provided in the works.

### Keys

**Key codes:** Submit the lock manufacturer's record of the key coding system showing each lock type, number and type of key supplied, key number for re-ordering, and name of supplier.

Keys: For locks keyed to differ and locks keyed alike, verify quantities against key records, and deliver all keys and records to the Engineer at completion.

## 2 PRODUCTS

### 2.1 FRAMES Aluminium frames

To be assembled from aluminium sections, including necessary accessories such as buffers, strike plates, fixing ties or brackets, and suitable for fixing specified hardware.

### 2.2 DOORS Flush doors

Cellular core flush doors:

- Provide a subframe of 25 mm minimum width timber around openings for louvres and glazing.
- Provide additional material to take hardware and fastenings.
- Cut outs: If openings are required in flush doors (e.g. for louvres or glazing) make the cut outs not closer than 120 mm to the edges of the doors.

Solid core flush doors:

- Core of timber strips laid edge to edge, fully glued to each other and to facings each side of no less than two sheets of timber veneer.
- Single thickness of moisture resistant general purpose particleboard. Refer to drawings for details.

### Double doors

Provide rebated meeting stiles unless the doors open in both directions. Chamfer square edged doors to



prevent binding between the leaves.

## **2.7 LOCKS AND LATCHES General Door**

### **Hardware**

Provide hardware of sufficient strength and quality to perform its function, appropriate to the intended conditions of use and climate and fabricated with fixed parts firmly joined.

### **Bolts**

Provide bolts including barrel bolts and tower bolts with associated hardware, including lock plates, ferrules or floor sockets.

### **Furniture**

Provide lock and latch furniture suitable for use with the lock or latch to which it is installed with the corresponding level of performance.

### **Door Controllers Performance**

Provide door controllers, including door closers, floor or head spring pivots which are suitable for the door type, size, weight and swings required and the operating conditions, including wind pressure.

## **3 EXECUTIONS**

### **3.1 FRAMES General**

Install doors so that the frames:

- Are plumb, level and straight within acceptable building tolerances.
- Are fixed or anchored to the building structure to resist the wind loading.
- Will not carry any building loads, including loads caused by structural deflection.
- Allow for thermal movement.

### **Flashing and weatherings**

Install moulds, sealant and cement pointing as required so that water is prevented from penetrating the building between the door frame and the building structure.

### **Aluminium frames**

Building into masonry: Screw galvanized steel brackets twice to jambs and build in.

Fixing to masonry openings: Use proprietary expansion anchors and screw through jambs at each fixing.

### **Frame fixing**

Brackets: Metallic-coated steel:

- Width: 25 mm.
- Thickness: 1.5 mm.

Jamb fixing centres: 600 mm.

### **Fixing and fasteners**

Materials: Use materials compatible with the item being fixed and of sufficient strength, size and quality to perform their function.

Concealed fixings: Provide a corrosion resistant finish.

Exposed fixings: Match exposed fixings to the material being fixed.

Support: Provide appropriate back support (for example blocking and backing plates) for hardware fixings.

Packing: Pack behind fixing points with durable full width packing.

Prepared masonry openings: If fixing timber door frames into existing prepared openings with fastenings through the frame face, make the fastener heads finish below the surface and fill the hole for a smooth surface finish.

## **Joints**

Make accurately fitted tight joints so that neither fasteners nor fixing devices such as pins, screws, adhesives and pressure indentations are visible on exposed surfaces.

## **Operation**

Ensure moving parts operate freely and smoothly, without binding or sticking and are lubricated.

## **Supply**

Deliver door hardware items, ready for installation, in individual complete sets for each door.

- In a separate dust and moisture proof package labelled for the specific door.
- Including the necessary templates, fixings and fixing instructions.

## **3.2 COMPLETION Cleaning**

The Contractor is to clean all frames, doors, glass, and hardware at completion. Any damage to frames and doors, or broken glass is to be repaired or replaced to the satisfaction of the Engineer.

## **Adjustment**

Leave the hardware properly adjusted with working parts in working order and lubricated where appropriate.

## **GLAZING**

### **1 GENERAL**

#### **1.1 INSPECTION Notice**

Inspection: Give sufficient notice so that inspection may be made of the following:

- Glass products before they are installed.

### **2 PRODUCTS**

#### **2.1 GLASS**

##### **Glass and glazing materials**

Glass and glazing materials generally: Free from defects which detract from appearance or interfere with performance under normal conditions of use.

Glazing plastics: Free from surface abrasions and warranted by the manufacturer for 10 years against yellowing or other colour change, loss of strength and impact resistance, and general deterioration.

## **2.2 GLAZING MATERIALS General**

Glazing materials (including putty, glazing compounds, sealants, gaskets, glazing tapes, spacers, setting blocks): Appropriate for the conditions of application and the required performance.

### **Jointing materials**

Provide recommended jointing and pointing materials which are compatible with each other and with the contact surfaces and non-staining to finished surfaces. Do not provide bituminous materials on absorbent surfaces.

### **Pile weather strips**

Materials: Polypropylene or equivalent pile and backing, low friction silicone treated, ultra violet stabilized.

Finned type: A pile weather seal with a central polypropylene fin bonded into the centre of the backing rod and raised above the pile level.

### **Extruded gaskets and seals**

Type: Non-cellular (solid) seals to exclude water from glass/frame junctions. Material:

- Rubber products to be neoprene, ethylene propylene diene monomer (EPDM) or silicone rubber.
- Flexible polyvinyl chloride (PVC)

### **Priming**

Apply the recommended primer to the surfaces in contact with sealant materials.

### **Movement joints**

Depth of elastomeric sealant: One half the joint width, or 6 mm, whichever is the greater.

Foamed materials (in compressible fillers and backing rods): Closed cell or impregnated types which do not absorb water.

Bond breaking: Provide backing rods, and other back-up materials for sealants, which do not adhere to the sealant.

## **SUSPENDED CEILINGS**

### **1 GENERAL**

#### **1.1 INSPECTION Notice**

Give sufficient notice so that inspection may be made of the framing preparation and setout of suspended ceilings before installation of panels.

#### **1.2 SUBMISSIONS Samples**

Submit samples as follows:

- Ceiling material: Sheet, panel, tile, with insulation
- Suspension: Sections proposed for suspension system, including wall angles and trim.
- Methods: Methods of jointing, fixing, height adjustment.

## **2 PRODUCTS**

## **2.1 LININGS Fibrous plaster tiles**

Best quality imported fibrous plaster tiles with hard cast plaster face for decorative ceiling sections.

### **Plasterboard panels**

Best quality imported glass fibre reinforced gypsum plasterboard panels or tiles.

## **3 EXECUTIONS**

### **3.1 INSTALLATION Ceiling grid**

Set out the ceiling grid so that panel joints and centrelines of visible suspension members coincide with grid lines shown on the drawings. If not otherwise shown, set out so that opposite margins are equal.

Pattern and texture: Set out patterned or heavily textured materials to give consistency in direction of pattern or texture. Special sized panels: Provide special sized purpose-made panels to fill non-standard margins, openings and penetrations

### **Cut tile edges**

General: Conceal, or finish to match prefinished edges.

### **Lighting**

Fit lights within the ceiling grid system to ensure that distortion, overloading or excessive vertical deflection is prevented. Support lights on the ceiling primary grid members.

### **Proprietary systems**

Provide suspended ceilings as complete proprietary systems, each fabricated by one manufacturer and installed by a specialist installer of demonstrated capacity.

### **Protection**

Protect existing work from damage during the installation.

### **Stability**

Install the ceilings level; and fix so that under normal conditions there is no looseness or rattling of ceiling components.

## **3.2 SUPPORTS**

### **Bracing**

General: Provide bracing to prevent lateral movement and to resist any imposed horizontal seismic force.

### **External suspended ceilings**

Support external suspended ceilings on rigid members capable of carrying the imposed loads. Install members to minimize any eccentricity, and ensure that the upward and downward wind loads are carried through to the supporting structure.

### **Movement joints**

Install the ceiling with control joints to correspond in location and direction to those in the structural frame.

### **Finishes**

Repair damaged finishes by replacement or refinishing of the item. All repairs are to be completed so no sign of the damage is visible in the completed work.

### **Support members**

Grid members: If required, notch grid members at the junction with the perimeter trim to ensure the panels lie flat on the perimeter trim.

Services: Do not suspend from services (e.g. pipework or ductwork) unless the service has been designed to accept the ceiling load. In locations where services obstruct the ceiling supports, provide bridging and suspension on each side of the services.

Spacing: Space the support members as required by the loads on the system and the type of ceiling, and allow for the installation of services and accessories, including ductwork, light fittings and diffusers. Provide additional support or suspension members for the fixing of such items.

### **Suspension system**

Height adjustment: Provide height adjustment by means of a length adjustment device at each suspension point, permitting length variation of at least 50 mm.

## **3.3 PANELS General**

Fitting: Fit panels accurately and neatly, free from air leakage and staining.

Panel lock clips: If panels are exposed to wind loads or if required for security, insert locking clips at the junction of rails and panels.

### **Accessories and trim**

Provide accessories and trim necessary to complete the installation.

Plasterboard trim: Provide purpose-made corner beads, casing beads and stop beads.

Metal Trim: Provide trims at junctions with other building elements and surfaces, such as walls, beams and penetrations, consistent with the style, materials and finishes of the ceiling system generally.

## **Service penetrations**

Provide openings for, and fit the ceiling system up to, all services elements such as light fittings, ventilation outlets, detectors, sprinklers and loudspeakers.

### **3.4 ACCESS PANELS Finish**

Match the ceiling panels in appearance and performance and mark the panel for easy identification.

### **3.5 COMPLETION Spares**

Supply spare matching tiles and accessories of each type for future replacement purposes. Store the spare materials on site where directed.

## **PLASTERING**

### **1 GENERAL**

#### **1.1 INTERPRETATION Abbreviations**

For the purpose to this work section the abbreviations given below apply.

- CRF: Cement render – finish.
- CRM: Cement render – medium.
- CRS: Cement render – stronger.
- CRW: Cement render – weaker.
- LF: Lime felting render- weaker.
- GPF: Gypsum plaster – finish.

#### **1.2 INSPECTION Notice**

Give sufficient notice so inspection may be made of the following:

- Backgrounds immediately before applying base coats.
- Finish treatments before decoration.

### **2 PRODUCTS**

#### **2.1 MATERIALS AND COMPONENTS Accessories**

Beads: To be metal proprietary sections manufactured to be fixed to backgrounds and/or embedded in the plaster to form and protect plaster edges and junctions.

#### **Aggregates**

Sand: To be fine, sharp, well-graded sand with a low clay content and free from efflorescing salts.

## **Bonding products**

To be proprietary products manufactured for bonding cement-based plaster to solid backgrounds.

## **Cement**

Cement shall conform to the requirements of ASTM specification C-150 Type 1 or similar approved standard for normal Portland cement.

## **Colouring products**

To be proprietary products manufactured for colouring cement plaster. Integral pigment proportion: 5% by mass of cement.

## **Curing products**

To be proprietary products manufactured for use with the plaster system.

## **Gypsum plaster**

To be a proprietary product containing calcium sulfate hemihydrate with additives to modify setting.

## **Lime**

Confirm source of Lime with Engineer to ensure highest quality Lime is used in the mortar. Protect from damage on site and store minimum 300mm above ground in waterproof storage facility.

Preparing lime putty:

- Using hydrated lime: Add lime to water in a clean container and stir to a thick creamy consistency. Leave undisturbed for at least 16 hours. Remove excess water and protect from drying out.

- Using quicklime: Run to putty as soon as possible after receipt of quicklime. Partly fill clean container with water, add lime to half the height of the water, then stir and hoe ensuring that no lime remains exposed above the water. Continue stirring and hoeing for at least 5 minutes after all reaction has ceased, then sieve into a maturing bin. Leave undisturbed for at least 14 days. Protect from drying out.

## **Mixes**

Select a mix ratio to suit the application in conformity to the **Mixes table**.

Measurement: Measure binders and sand by volume using buckets or boxes. Do not allow sand to bulk by absorption of water.

Plaster mixing: Machine mix for greater than 3 minutes and less than 6 minutes.

Strength of successive coats: Ensure successive coats are no richer in binder than the coat to which they are applied.

## Mixes table

Mix type		Application	Upper and lower limits of proportions by			
			Gypsum	Cement	Lime	Sand
Cement render coats in: • Single or multi-coat systems with integral finishing treatments • Base coats in multi-coat systems with cement or	CRS	Dense and smooth concrete and masonry Thrown finishing treatments	-	1	0	3
		Tiled finishes Gypsum finishes Cement finishes	-	1	0.5	4.5
	CR	Clay or concrete	-	1	0.5	4.5
	CR W	Lightweight concrete masonry and other	-	1		6
Cement finish	CRF	Cement render base	-	1	1	1.5
Lime felting	LF	Cement render base			1	3
Gypsum finish	GPF	Cement render base	3	-	1	-

## Water

To be clean and free from any deleterious matter.

### 3 EXECUTION

#### 3.1 PREPARATION Substrates

Ensure substrates have:

- Any deposit or finish which may impair adhesion of plaster cleaned off.
- If solid or continuous, excessive projections hacked off and voids and hollows filled with plaster stronger than the first coat and not weaker than the background.

Absorbent substrates: If suction is excessive, control it by dampening but avoid over-wetting and do not plaster backgrounds showing surface moisture.

Dense concrete: If not sufficiently rough to provide a mechanical key, roughen by scratching or hacking to remove 2 mm of the surface and expose the aggregate then apply a bonding treatment. Painted surfaces: Remove paint and hack the surface at close intervals.

Untrue substrates: If the substrate is not sufficiently true to ensure conformity with the thickness limits for the plaster system or has excessively uneven suction resulting from variations in the composition of the background, apply additional coats.



## Bonding treatment

If bonding treatment is required, throw a wet mix onto the background as follows:

- Cement plaster: 1 part cement to 2 parts sand.
- Gypsum plaster: 1 part gypsum to 2 parts sand.

Curing: Keep continuously moist for 5 days and allow to dry before applying plaster coats. Thickness: From greater than 3mm but less than 6 mm.

## Embedded items

If there are water pipes and other embedded items, sheath them to permit thermal movement. Ensure embedded items will have a suitable level of corrosion resistance prior to embedment.

### 3.2 APPLICATION Plastering

General: Provide plaster finishes as follows:

- Resistant to impacts expected in use.
- Free of irregularities.
- Consistent in texture and finish.
- Firmly bonded to substrates for the expected life of the application.
- As a suitable substrate for the nominated final finish.

Base coats: Scratch-comb each base coat in two directions when it has stiffened.

## Finishing treatments

### Plain:

- Bag: To be a finish mainly free from sand by rubbing the finish coat with a Hessian pad when it has set firm.
- Carborundum stone: To be a smooth finish free from sand by, rubbing the finish coat with a fine carborundum stone when it has set hard.
- Steel trowel: To be a smooth dense surface by steel troweling which is not glass-like and is free from shrinkage cracks and crazing.

Wood or plastic float: To be an even surface by wood or plastic floating the finish coat on application.

## Incidental work

Return plaster into reveals, beads, sills, recesses and niches. Plaster faces, ends, and soffits of projections in the background, such as string courses, sills, and other wall features. Trim around openings. Plaster exposed inside of built-in cupboards.

## Joining up

If joining up is required, ensure joints will not be visible in the finished work after decoration.

## Plaster thickness

Conform to the **Plaster thickness table**.

### Plaster thickness table

Plaster	Application	Upper limit of thickness (mm)
---------	-------------	-------------------------------

		Single coat systems	Multi-coat systems		
			Base coat(s)	Finish coat	System
Cement render base coats and cement or gypsum finish coats	On smooth dense concrete	12	10	4	13
	On clay and concrete concrete block and other backgrounds	15	13	4	16

## 3.1 SUBSTRATES

### TILING

#### 1 GENERAL

##### 1.1 INSPECTION Notice

Give sufficient notice so that inspection may be made of the following:

- Floor preparation and set out of floor tiles before fixing.
- Wall preparation and set out of wall tiles before fixing.
- Control joints before sealing and grouting.

##### 1.2 SUBMISSIONS Samples

Submit labelled samples of tiles, including fittings, accessories, grout and sealants, illustrating the range of variation in colour and finish.

##### 1.3 INTERPRETATIONS Definitions

For the purposes of this work section the definitions given below apply.

- Substrates: The surfaces on which tiles are bedded.
- Bedding: Mixtures of materials which are applied to substrates in a plastic state and dry and cure to adhere tiles to substrates.
- Mortar bedding: Tiling adhered in a cementitious mortar bed.
- Tiles: Thin slabs made from clays and/or other inorganic raw materials used generally as coverings for floors and walls and adhered to continuous supporting substrates.
- **Cementitious:** Manufactured cement based pre-finished tiles.
- Terrazzo – cementitious: Manufactured cementitious terrazzo tiles formed in a suitable machine to give sufficient compaction and density to the finished surface, and moisture cured before grinding and honed at the place of manufacture. Thickness usually 35 mm.
- Wet areas: Areas within buildings with water supply and drainage systems.

#### 2 PRODUCTS

##### 2.1 TILES AND ACCESSORIES Tiles

Coves, nosings and skirtings: To be matching stop-end and internal and external angle tiles moulded for that purpose.

Exposed edges: To be purpose-made border tiles with the exposed edge glazed to match the tile face. If such tiles are not available, round edge with grout.

##### 2.2 ADHESIVES Type

General: Provide adhesives compatible with the materials and surfaces to be adhered. Prohibited uses: Do not provide the following combinations:

- Cement-based adhesives on wood, metal, painted or glazed surfaces, gypsum -based plaster.
- Organic solvent-based adhesives on painted surfaces.
- Organic PVC-based adhesives and organic natural rubber latex adhesives in damp or wet conditions.

##### 2.3 MORTAR Materials

Cement: Cement shall conform to the requirements of ASTM specification C-150 Type 1 or similar approved standard for normal Portland cement.

- White cement: Iron salts content 1%.
- Off-white cement: Iron salts content 2.5%.

Lime: Confirm source of Lime with Engineer to ensure highest quality Lime is used in the mortar. Protect

### **3.1 SUBSTRATES**

from damage on site and store minimum 300mm above ground in waterproof storage facility.

Sand: Fine aggregate with a low clay content selected for grading, sharp and free from efflorescing salts. Measurement of volume: Measure binders and sand by volume using buckets or boxes. Do not allow sand to bulk by absorption of water.

#### **Bedding mortar**

Proportioning: Select proportions from the range 1:3 – 1:4 cement: sand to obtain satisfactory adhesion. Provide minimum water.

Terra cotta tiles: Use proprietary polymer modified mortar.

#### **Water**

General: To be clean and free from any deleterious matter.

### **2.4 GROUT Type**

Cement based proprietary grout: Mix with water. Fine sand may be added as a filler in wider joints. Terra cotta tiles: Use proprietary polymer modified grout.

Portland cement based grout: Mix with fine sand. Provide minimum water consistent with workability.

- For joints < 3 mm: 1 cement:2 sand.
- For joints 3 mm: 1 cement:3 sand.

#### **Pigments**

Pigments for coloured grout: Provide colourfast fillers compatible with the grout material. For cement- based grouts, provide lime-proof natural or synthetic metallic oxides compatible with cement.

## **3 EXECUTION**

Provide tiling systems to walls, floors and other substrates as follows:

- Consistent in colour and finish.
- Firmly bonded to substrates for the expected life of the installation.
- Resistant to expected impacts in use.
- Set out with joints accurately aligned in both directions and wall tiling joints level and plumb.
- To direct all water flowing from supply points to drainage outlets without leakage to the substrate or adjacent areas.

#### **Drying and shrinkage**

Before tiling, allow at least the following times to elapse (for initial drying out and shrinkage) for these substrates:

- Concrete slabs: 42 days.
- Concrete blockwork: 28 days.
- Toppings on slabs and rendering on blockwork: A further 21 days.

### **3.2 PREPARATION Ambient temperature**

If the ambient temperature is less than 5 or more than 35°C, do not lay tiles.

#### **Substrates**

Ensure substrates are as follows:

- Clean and free of any deposit or finish which may impair adhesion or location of tiles.
- If solid or continuous, excessive projections are hacked off and voids and hollows are filled with a cement:

### **3.1 SUBSTRATES**

Sand mix not stronger than the substrate nor weaker than the bedding.

Absorbent substrates: If suction is excessive, control it by dampening but avoid over-wetting and do not apply mortar bedding to substrates showing surface moisture.

Dense concrete: If not sufficiently rough to provide a mechanical key, roughen by scratching or hacking to remove

3 mm of the surface and expose the aggregate; then apply a bonding treatment.

### **3.3 TILING GENERALLY Sequence General: Fix wall tiles before floor tiles. Cutting and laying**

Cutting: Cut tiles neatly to fit around fixtures and fittings, and at margins where necessary. Drill holes without damaging tile faces. Rub edges smooth without chipping.

Laying: Return tiles into sills and openings. Butt up to returns, frames, fittings, and other finishes.

#### **Variations**

Distribute variations in hue, colour, or pattern uniformly, by mixing tiles or tile batches before laying.

#### **Protection**

Floor tiles: Keep traffic off floor tiles until the bedding has set and attained its working strength. Cleaning: Keep the work clean as it proceeds and protect finished work from damage.

## **1 GENERAL**

### **1.1 INSPECTION Notice**

Give sufficient notice so that inspection may be made of the substrate immediately before application of paint finishes.

### **1.2 SUBMISSIONS Clear finish coated samples**

Submit pieces of timber or timber veneer matching the timber to be used in the works, prepared and coated in accordance with the paint system.

#### **Opaque coated samples**

Provide approx. 600x600mm samples on representative substrates of each paint system showing surface preparation, colour, gloss level and texture. Products

### **1.3 PAINTS Combinations**

Do not combine paints from different manufacturers in a paint system.

Clear timber finish systems: Provide only the combinations of putty, stain and sealer recommended by the manufacturer of the top coats.

#### **Delivery**

Deliver paints to the site in the manufacturer's labelled and unopened containers.

#### **Tinting**

Provide only products which are colour tinted by the manufacturer or supplier.

#### **Putty**

Non-timber substrates: Oil-based or polymeric based. Timber finishes: Lacquer or water based only.

## **2 EXECUTIONS**

### **2.1 PREPARATION Order of work**

Other trades: Before painting, complete the work of other trades as far as practicable within the area to be painted, except for installation of fittings and laying flooring materials.

Clear finishes: Complete clear timber finishes before commencing opaque paint finishes in the same area.

#### **Protection**

Fixtures: Remove door furniture, switch plates, light fittings and other fixtures before starting to paint, and refix in position undamaged on completion of the installation.

Adjacent surfaces: Protect adjacent finished surfaces liable to damage from painting operations.

Place notices conspicuously and do not remove them until paint is dry.

#### **Restoration**

Clean off marks, paint spots and stains progressively and restore damaged surfaces to their original condition. Touch up damaged decorative paintwork or misses only with the paint batch used in the original application.

#### **Substrate preparation**

Prepare substrates to receive the painting systems

Cleaning: Clean down the substrate surface. Do not cause undue damage to the substrate or damage to,

or contamination of, the surroundings.

**Filling:** Fill cracks and holes with fillers, sealants, putties or grouting cements as appropriate for the finishing system and substrate, and sand smooth.

**Clear finish:** Provide filler tinted to match the substrate.

**Clear timber finish systems:** Prepare the surface so that its attributes will show through the clear finish without blemishes, by methods which may involve the following:

- Removal of discolourations, including staining by oil, grease and nail heads.
- Puttying.

## **2.2 PAINTING**

Provide coating systems to substrates as follows and as scheduled:

- Consistent in colour, gloss level, texture and thickness.
- Free of runs, sags, blisters, or other discontinuities.
- Fully adhered.
- Resistant to expected impacts in use.
- Resistant to environmental degradation within the manufacturer's stated life span.

### **Drying**

Ensure that the moisture content of the substrate is at or below the recommended maximum level for the type of paint and the substrate material.

### **Paint application**

Apply the first coat immediately after substrate preparation and before contamination of the substrate can occur. Apply subsequent coats after the manufacturer's recommended drying period has elapsed.

### **Priming before fixing**

Apply one coat of wood primer (2 coats to end grain) to the back of the following before fixing in position:

- Timber door and window frames.
- Bottoms of external doors.
- Associated trims and glazing beads.

### **Spraying**

If the paint application is by spraying, use conventional or airless equipment which does the following:

- Satisfactorily atomizes the paint being applied.
- Does not require the paint to be thinned beyond the maximum amount recommended by the manufacturer.
- Does not introduce oil, water or other contaminants into the applied paint.

### **Sanding**

**Clear finishes:** Sand the sealer using the finest possible abrasive and avoid cutting through the colour. Take special care with round surfaces and edges.

### **Repair of galvanizing**

For galvanized surfaces which have been subsequently welded, prime the affected area.

## **SAFETY MANAGEMENT**

## **CONSTRUCTION SAFETY**

The contractor shall take all necessary steps to provide safety for project workers, the persons residing near the project, to the property of the public or others from the project activities arising as a consequence of his methods of operation.

The Contractor shall comply with all Safety Legislations and its Subsidiary Legislations, Regulations which are in force in the Country and any amendments or re-enactments.

The Contractor shall not permit any person to do anything not in accordance with the generally accepted principles of safe and sound practices. The Contractor shall ensure safe environment on site at all times. The Contractor shall ensure that necessary and sufficient precautions are taken by his workmen when safety provisions are used.

## **BARRICADING**

The Contractor shall provide and maintain guards, fences or barriers around excavations, pits or other similar potential places of danger to prevent accidents. The barricade should be at least 1.1m high and strong enough to withstand a lateral point load of 50 kg.

## **WARNING SIGNS**

The Contractor shall display warning signs of sizes 900 mm x 600 mm at a minimum of 4 points around the periphery of the site where the construction activities are located in near the residential area, roads, at locations where there is a chance of children can come to work site and where trespassing is likely to occur. Such signs shall have the words "DANGER - KEEP OUT OF SITE"

## **STORAGE OF FUELS**

Fuels shall be stored in a room/ enclosed space, the room/ enclosed space shall have impervious platform and berm along the periphery of the storage area to contain spills of the fuels.

## **SAFETY OF MACHINERY**

The Contractor shall employ only qualified operators for the machinery to be used on Site. All the machinery shall be locked when they are parked to avoid unauthorized operation of the machinery.

## **FIRST AID**

At least two first aid kits shall be kept at site for attending the emergency treatment to the victims of accidents or chemical poisoning or excessive exposure to toxic substances. The first aid kit shall include a leaflet of standard First-Aid procedure in addition to the medicines and medical tools. At least one staff member who has undergone First Aid training should be posted at site.

## **FIRE SAFETY, EMERGENCY AND RESCUE**

The Contractor shall establish Fire Safety, Emergency and Rescue arrangements to contain fire and take necessary action during emergency. The contractor should place fire extinguishers at the work site, materials storage area and at site accommodation. The contractor should keep minimum 6 fire extinguishers within the work place

## **ELECTRICAL SAFETY**

All electrical equipment should be listed and labeled, free from hazards, and used in the proper manner. The electrician should be protected from electrical shocks and provided necessary safety equipment

All temporary electrical installations in the site should be verified regularly to ensure that all the leaks in the wires are rectified/ faulty wires are replaced. The contractor should also ensure that all electric joints are leak proof.

## **PERSONAL PROTECTIVE EQUIPMENT**



The Contractor shall provide and maintain suitable personal protective equipment for all workmen employed on the site to provide protection against falling objects and harmful substances which can cause injury. The Personal protective equipment shall include boots, hand gloves, helmet and goggles. The Contractor shall record the issuance of all equipment to his workmen and kept in the site office.

## **HOUSEKEEPING**

The Contractor shall provide safe working environment by keeping the site neat and tidy, and free from debris. All materials shall be stacked safely. All accesses shall be kept free from hazards and debris.

Housekeeping shall be carried out in such a manner and at such times so as not to cause any inconvenience to either the adjoining owners, occupiers or the public. Debris shall be wetted to minimize the risk of dust. Containers for debris, rubbish and other wastes shall be provided at the designated places.

## **AIR CONDITIONING EQUIPMENT**

### **SPECIFICATIONS FOR AIR CONDITIONERS**

The Contractor shall.

1. Design, supply, install, test and commission air conditioning systems (indoor and outdoor Units) for the Houses.
2. Provide operation and maintenance manuals and drawings complete with manufacturer's maintenance schedule and instructions.

Provide a Split Type Air Conditioner to the following specifications:

No	Item	Specifications	Deviations (Indicate if any)
1	Cooling Capacity	18,000 BTU/Hr	
2	Maximum power consumption	2,200 Watts	
3	Application area	24 – 35 sq. metres	
4	Power supply voltage	240V ac, single phase	
5	Energy Efficiency Ratio (EER)	9.8 or better	
6	Maximum Air Flow	840 m <sup>3</sup> /h	
7	Energy Class Cooling	A++	
8	Consumption in standby mode	1 Watt	
9	Remote Control	Remote control with digital displays	
10	Indoor Unit Air flow (Hi / Mi / Lo)	840/680/540 m <sup>3</sup> /h	
11	Outdoor unit air flow	2100 m <sup>3</sup> / h	
12	Sound Pressure Level (indoor unit): Low/Mi/Hi	26/36/42.5dB	
13	Moisture removal	14.6 litres/hr or higher	
14	Refrigerant & Standard	R410C. Standard :EU constitution	
15	Sound Power Level (indoor unit)	55dB(A) or better	

16	Operation temperature	Minimum 30 <sup>0</sup> C	
17	Compressor design	Hermetically sealed, mounted on vibration absorbers, with internal thermal protection	
18	Heat exchangers material	High quality copper tubing or material of super ion corrosion resistance, expanded into aluminium fins	
19	Outdoor unit fans	Direct axial fans, low noise	
20	Power supply regulator	Sollatek automatic voltage regulator, AVS 30 Micro or better	
21	Drainage pipes	Heavy gauge	
16	Controls	Control module – LCD display.  Wall mounted programmable thermostats featuring local temperature readout and adjustment, on/off button.	
22	Filters	Anti dust Virus and allergy-safe filters	
23	Warranty	At least seven (7) years after issue of completion certificate. All defects during this period shall be done by the tenderer at their own cost	
<b>IMPORTANT:</b>  <b>THE TENDER SHALL ONLY BE CONSIDERED ACCEPTABLE IF:</b>		The tenderer provides technical specification (for each item given here in serial numbers: 1-22) with supporting printed manual or catalogue for technical items, for the model offered.  Attaching a copy of the specification indicating "comply" is NOT Acceptable.  Technical specifications /Deviations if any shall be highlighted for each item quoted	

## **SECTION VII - DRAWINGS**

**Note** A list of drawings should be inserted here. The actual drawings including Site plans should be annexed in a separate booklet.

**Refer to ANNEX 1**

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

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## SECTION VIII – GENERAL CONDITIONS OF CONTRACT

These General Conditions of Contract (GCC), read in conjunction with the Special Conditions of Contract (SCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

### General Conditions of Contract

#### A. General

##### 1. Definitions

- 1.1 Bold face type is used to identify defined terms.
  - a) **The Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
  - b) **The Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
  - c) **The Adjudicator** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
  - d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
  - e) **Compensation Events** are those defined in GCC Clause 42 hereunder.
  - f) **The Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
  - g) **The Contract** is the Contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
  - h) **The Contractor** is the party whose Bid to carry out the Works has been accepted by the Procuring Entity.
  - i) **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Procuring Entity.
  - j) **The Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
  - k) **Days** are calendar days; months are calendar months.
  - l) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
  - m) **A Defect** is any part of the Works not completed in accordance with the Contract.
  - n) **The Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
  - o) **The Defects Liability Period** is the period **named in the SCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
  - p) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
  - q) **The Procuring Entity** is the party who employs the Contractor to carry out the Works, **as specified in the SCC**, who is also the Procuring Entity.
  - r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
  - s) **"In writing" or "written"** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
  - t) The Initial Contract Price is the Contract Price listed in the Procuring Entity's Letter of Acceptance.
  - u) **The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
  - v) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
  - w) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
  - x) **The Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
  - y) **SCC** means Special Conditions of Contract.
  - z) **The Site** is the area of the works as **defined as such in the SCC**.
  - aa) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.

- bb) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- cc) **The Start Date is given in the SCC.** It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- dd) **A Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- ee) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- ff) **A Variation** is an instruction given by the Project Manager which varies the Works.
- gg) **The Works** are what the Contract requires the Contractor to construct, install, and turn over to the Procuring Entity, **as defined in the SCC.**

## 2. Interpretation

- 21 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 22 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 23 The documents forming the Contract shall be interpreted in the following order of priority:
  - a) Agreement,
  - b) Letter of Acceptance,
  - c) Contractor's Bid,
  - d) Special Conditions of Contract,
  - e) General Conditions of Contract, including Appendices,
  - f) Specifications,
  - g) Drawings,
  - h) Bill of Quantities<sup>6</sup>, and
  - i) any other document **listed in the SCC** as forming part of the Contract.

***6**In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”*

## 3. Language and Law

- 31 The language of the Contract is English Language and the law governing the Contract are the Laws of Kenya.
- 32 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Procuring Entity's Country when
  - a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
  - b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

## 4. Project Manager's Decisions

- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.

## 5. Delegation

- 5.1 Otherwise **specified in the SCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

## 6. Communications

- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

## 7. Subcontracting

- 7.1 The Contractor may subcontract with the approval of the Project Manager but may not assign the Contract without the approval of the Procuring Entity in writing. Subcontracting shall not alter the Contractor's obligations.

## **8. Other Contractors**

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the Schedule of Other Contractors, as **referred to in the SCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Procuring Entity may modify the Schedule of Other Contractors and shall notify the Contractor of any such modification.

## **9. Personnel and Equipment**

9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.3 If the Procuring Entity, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

## **10. Procuring Entity's and Contractor's Risks**

10.1 The Procuring Entity carries the risks which this Contract states are Procuring Entity's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

### **11. Procuring Entity's Risks**

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Procuring Entity's risks:

- a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
  - i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
  - ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
- b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Procuring Entity's risk except loss or damage due to

- aa) a Defect which existed on the Completion Date,
- bb) an event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or
- cc) the activities of the Contractor on the Site after the Completion Date.

### **12. Contractor's Risks**

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Procuring Entity's risks are Contractor's risks.

### **13. Insurance**

13.1 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

- a) loss of or damage to the Works, Plant, and Materials;
- b) loss of or damage to Equipment;
- c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may effect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the

of the premiums shall be a debt due.

134 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

135 Both parties shall comply with any conditions of the insurance policies.

#### **14. Site Data**

141 The Contractor shall be deemed to have examined any Site Data **referred to in the SCC**, supplemented by any information available to the Contractor.

#### **15. Contractor to Construct the Works**

151 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

#### **16. The Works to Be Completed by the Intended Completion Date**

161 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

#### **17. Approval by the Project Manager**

171 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

172 The Contractor shall be responsible for design of Temporary Works.

173 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

174 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

175 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

#### **18. Safety**

181 The Contractor shall be responsible for the safety of all activities on the Site.

#### **19. Discoveries**

191 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Procuring Entity. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

#### **20. Possession of the Site**

201 The Procuring Entity shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the SCC**, the Procuring Entity shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

#### **21. Access to the Site**

211 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

#### **22. Instructions, Inspections and Audits**

221 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

222 The Contractor shall keep and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

223 The Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Procuring Entity and/or persons appointed by the Public Procurement Regulatory Authority to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Public Procurement Regulatory Authority. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Public Procurement Regulatory Authority's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Public Procurement Regulatory Authority's prevailing sanctions procedures).



### **23. Appointment of the Adjudicator**

23.1 The Adjudicator shall be appointed jointly by the Procuring Entity and the Contractor, at the time of the Procuring Entity's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die or should the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

### **24. Settlement of Claims and Disputes**

#### **24.1 Contractor's Claims**

24.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.

24.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clause shall apply.

24.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

24.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record- keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records and shall (if instructed) submit copies to the Project Manager.

24.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- a) this fully detailed claim shall be considered as interim;
- b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
- c) the Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

24.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars but shall nevertheless give his response on the principles of the claim within the above defined time period.

24.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause

24.1.8 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion],

and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

24.1.9 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

24.1.10 If the Project Manager does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 24.4 [Arbitration].

24.1.11 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause 24.3.

#### **242 Amicable Settlement**

24.1.1 Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 24.1 above should move to commence arbitration after the fifty-sixth day from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

#### **243 Matters that may be referred to arbitration**

24.3.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:

- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
- b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
- c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- e) Any dispute arising in respect of war risks or war damage.
- f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

#### **244 Arbitration**

24.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 24.3 shall be finally settled by arbitration.

24.4.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

24.4.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

24.4.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

24.4.5 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

24.4.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

24.4.7 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

24.4.8 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the Works.

24.4.9 The terms of the remuneration of each or all the members of Arbitration shall be mutually

agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

#### **245 Arbitration with National Contractors**

24.5.1 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- i) Architectural Association of Kenya
- ii) Institute of Quantity Surveyors of Kenya
- iii) Association of Consulting Engineers of Kenya
- iv) Chartered Institute of Arbitrators (Kenya Branch)
- v) Institution of Engineers of Kenya

24.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

#### **246 Alternative Arbitration Proceedings**

24.6.1 Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

#### **247 Failure to Comply with Arbitrator's Decision**

24.7.1 The award of such Arbitrator shall be final and binding upon the parties.

24.7.2 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

#### **248 Contract operations to continue**

24.8.1 Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Entity shall pay the Contractor any monies due the Contractor.

#### **25. Fraud and Corruption**

25.1 The Government requires compliance with the country's Anti-Corruption laws and its prevailing sanctions policies and procedures as set forth in the Constitution of Kenya and its Statutes.

25.2 The Procuring Entity requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

#### **B. Time Control**

#### **26. Program**

26.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

## **27. Extension of the Intended Completion Date**

- 27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

## **28. Acceleration**

- 28.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.
- 28.2 If the Contractor's priced proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

## **29. Delays Ordered by the Project Manager**

- 29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

## **30. Management Meetings**

- 30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

## **31. Early Warning**

- 31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

## **C. Quality Control**

### **32. Identifying Defects**

- 32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

### **33. Tests**

- 33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

### **34. Correction of Defects**

- 34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 34.2 Every time notice of a Defect is given; the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

### **35. Uncorrected Defects**

- 35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this

amount.

#### D. Cost Control

##### 36. Contract Price<sup>7</sup>

361 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

##### 37. Changes in the Contract Price<sup>8</sup>

371 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Entity.

372 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

##### 38. Variations

381 All Variations shall be included in updated Programs<sup>9</sup> produced by the Contractor.

382 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

383 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

384 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

385 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning

386 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work

387 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- a) the proposed change(s), and a description of the difference to the existing contract requirements;
- b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
- c) a description of any effect(s) of the change on performance/functionality.

388 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerate the contract completion period; or
- b) reduce the Contract Price or the life cycle costs to the Procuring Entity; or
- c) improve the quality, efficiency, safety or sustainability of the Facilities; or
- d) yield any other benefits to the Procuring Entity, without compromising the functionality of the Works.

389 If the value engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the SCC** of the reduction in the Contract Price; or
  - b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in
- (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

### **39. Cash Flow Forecasts**

39.1 When the Program<sup>11</sup>, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

### **40. Payment Certificates**

40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

40.3 The value of work executed shall be determined by the Project Manager.

40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed<sup>12</sup>.

40.5 The value of work executed shall include the valuation of Variations and Compensation Events.

40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

40.7 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (which would be the tender price), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: *(corrected tender price – tender price) / tender price X 100*.

### **41. Payments**

41.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

### **42. Compensation Events**

42.1 The following shall be Compensation Events:

- d) The Procuring Entity does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- e) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- f) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- g) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- h) The Project Manager unreasonably does not approve a subcontract to be let.
- i) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- j) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons.
- k) Other contractors, public authorities, utilities, or the Procuring Entity does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- l) The advance payment is delayed.

- m) The effects on the Contractor of any of the Procuring Entity's Risks.
- n) The Project Manager unreasonably delays issuing a Certificate of Completion.

422 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

423 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

*<sup>11</sup>In lump sum contracts, add "or Activity Schedule" after "Program."*

*<sup>12</sup>In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."*

424 The Contractor shall not be entitled to compensation to the extent that the Procuring Entity's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

### 43. Tax

43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

### 44. Currency of Payment

44.1 All payments under the contract shall be made in Kenya Shillings

### 45. Price Adjustment

45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies:

$$P = A + B \text{ Im/Io}$$

where:

P is the adjustment factor for the

portion of the Contract Price payable.

A and B are coefficients<sup>13</sup> **specified in the SCC**, representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable and Im is the index prevailing at the end of the month being invoiced and IOC is the index prevailing 30 days before Bid opening for inputs payable.

45.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected, and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

### 46. Retention

46.1 The Procuring Entity shall retain from each payment due to the Contractor the proportion stated in the **SCC** until Completion of the whole of the Works.

46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

### 47. Liquidated Damages

47.1 The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

472 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 4.1.1.

#### **48. Bonus**

48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

#### **49. Advance Payment**

49.1 The Procuring Entity shall make advance payment to the Contractor of the amounts stated in the **SCC** by the date stated in the **SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

#### **50. Securities**

50.1 The Performance Security shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank or surety acceptable to the Procuring Entity and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 day from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

#### **51. Dayworks**

51.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

51.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

51.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

#### **52. Cost of Repairs**

52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

### **E. Finishing the Contract**

#### **53. Completion**

53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

#### **54. Taking Over**

54.1 The Procuring Entity shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

#### **55. Final Account**

55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the  
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Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

## **56. Operating and Maintenance Manuals**

56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

## **57. Termination**

57.1 The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- c) the Procuring Entity or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- d) a payment certified by the Project Manager is not paid by the Procuring Entity to the Contractor within 84 days of the date of the Project Manager's certificate;
- e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- f) the Contractor does not maintain a Security, which is required;
- g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- h) if the Contractor, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

57.3 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.

57.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

## **58. Payment upon Termination**

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as specified in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

58.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

## **59. Property**

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Contractor's default.

**60. Release from Performance**

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

**SECTION IX – SPECIAL CONDITIONS OF CONTRACT**

Except where otherwise specified, all Special Conditions of Contract should be filled in by the Procuring Entity prior to issuance of the bidding document. Schedules and reports to be provided by the Procuring Entity should be annexed.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>A. General</b>	
<b>GCC 1.1 (q)</b>	The Procuring Entity is [KENYA ELECTRICITY GENERATING PLC General Manager, Supply Chain Kenya Electricity Generating Company PLC Stima Plaza Phase III, Kolobot Road, Parklands P.O. BOX 47936-00100 [insert name, address, and name of authorized representative].
<b>GCC 1.1 (u)</b>	The Intended Completion Date for the <b>whole of the Works shall be within Twelve (12) Months. Contract Duration shall be within Eighteen (18) Months.</b>
<b>GCC 1.1 (x)</b>	The Project Manager is; <b>REGIONAL MANAGER -WESTERN REGION</b> Address: P. O. BOX 875, 40100 Kisumu Tel: <b>071 1036000</b>
<b>GCC 1.1 (z)</b>	The Site is located at <b>Turkwel power station</b> The Site Possession Date(s) shall be: WESTERN REGION – TURKWEL POWER STATION
<b>GCC 1.1 (cc)</b>	The Start Date shall be Date of <b>Engineer’s Order to Commence</b>
<b>GCC 1.1 (gg)</b>	The Works consist of <b>Construction of Residential Housing Units at Turkwel Power Station – Phase II</b>
<b>GCC 2.2</b>	Sectional Completions are N/A
<b>GCC 5.1</b>	The Project <b>manager [may]</b> delegate any of his duties and responsibilities.
<b>GCC 8.1</b>	Schedule of other contractors: [insert Schedule of Other Contractors, if appropriate] None
<b>GCC 9.1</b>	Key Personnel GCC 9.1 is replaced with the following: Key Personnel are the Contractor’s personnel named in this GCC 9.1 of the Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. [Insert the name/s of each Key Personnel agreed by the Procuring Entity prior to Contract signature.] As per tender document or any other updated personnel approved by employer.
<b>GCC 13.1</b>	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: 15 million. (b) For loss or damage to Equipment: 20 million. (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract 15 million (d) for personal injury or death: 25 million of the Contractor’s employees: 20 million of other people: 5 million.
<b>GCC 14.1</b>	Site Data are: [weekly reports, monthly reports and construction reports with as built drawings]
<b>GCC 20.1</b>	All payments under the contract shall be made in Kenya Shillings or /USD as applicable
<b>B. Time Control</b>	
<b>GCC 26.1</b>	The Contractor shall submit for approval a Program for the Works within 15 days from the date of the Letter of Acceptance.
<b>GCC 26.3</b>	The period between Program updates is [7] days. The amount to be withheld for late submission of an updated Program is [Kenya shillings 5,000] until the date the update is received by the employer.
<b>C. Quality Control</b>	

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>GCC 34.1</b>	The Defects Liability Period is: 12 Months
<b>D. Cost Control</b>	
<b>GCC 40</b>	<p><b>Payment Certificates</b> Interim Payment Certificates is in milestones of 25%, 50%, 75% and 100% of the measured works.</p> <p>Each milestone shall be subjected to 10% retention. A moiety shall be payable on completion and after the payment certificate is fully executed. The rest shall be payable after Defects Liability Period</p>
<b>GCC 44.1</b>	The currency of the Procuring Entity's Country is: Kenya Shillings or USD
<b>GCC 45.1</b>	<p>The Contract [ "is not" ] subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients [specify "does" or "does not" ] apply. [Price adjustment is mandatory for contracts which provide for time of completion exceeding 18 months] The coefficients for adjustment of prices are:</p> <p>(a) [insert percentage] percent nonadjustable element (coefficient A). (b) [insert percentage] percent adjustable element (coefficient B). (c) The Index I for shall be [insert index].</p>
<b>GCC 46.1</b>	The proportion of payments retained is: All payments to be subject to 10 % retention amount to be released after the completion defect liability period
<b>GCC 47.1</b>	The liquidated damages for the whole of the Works are [0.05 percent of the final Contract Price] per day. The maximum amount of liquidated damages for the whole of
<b>GCC 48.1</b>	<p>The Bonus for the whole of the Works is [insert percentage of final Contract Price] per day. The maximum amount of Bonus for the whole of the Works is [insert percentage] of the final Contract Price. N/A</p>
<b>GCC 49.1</b>	The Advance Payments shall not be applicable for this tender.
<b>GCC 50.1</b>	<p>Performance security shall be at <b>10% of the Contract Price</b> where the contract value is above five million shillings. The performance security shall remain valid for 30 days beyond the validity of the contract. Performance security</p> <p>(a) Performance Security – Bank Guarantee: in the amount(s) of 10 % percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. (b) Performance Security – Performance Bond: in the amount(s) of 10% percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p>
<b>E. Finishing the Contract</b>	
<b>GCC 56.1</b>	<p>The date by which operating, and maintenance manuals are required is [insert date]. The date by which "as built" drawings are required is [within 30 days] prior to the issue of the Certificate completion of construction.</p>
<b>GCC 58.1</b>	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, is [110 percentage].

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Taxes</p> <p>a) "Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.</p> <p>b) Local Taxation</p> <p>i. Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract.</p> <p>ii. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.</p> <p>iii. Tax exemption granted under this Contract shall be for an official aid funded project and shall be as provided under the applicable tax laws in Kenya.</p> <p>iv. The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract. This shall include applicable local or foreign withholding tax, excise duty, Value Added Tax (VAT), importation duties, Local government taxes, and any other taxes not mentioned herein.</p> <p>v. In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per (i).</p> <p>c) Tax Deduction</p> <p>i. If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.</p> <p>ii. Where payments for the Contract Price are made directly by the financiers to the Contractor, the Contractor and the financiers shall make the necessary arrangements with Employer to ensure that withholding income tax is remitted to the Kenya Revenue Authority.</p> <p>d) Tax Indemnity</p> <p>i. The Contractor shall indemnify and hold the Employer harmless from and against any and all tax liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.</p> <p>ii. The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.</p> <p>iii. Where the amount in (ii) above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.</p>
Inspection and Test	<p>Pre-shipment inspection</p> <p><input type="checkbox"/> All consignments subject to Pre-Export Verification of Conformity (PVoC) to Standards Programme must obtain a Certificate of Conformity (CoC) issued by PVoC Country Offices Prior to shipment. The Certificate is a mandatory Customs Clearance document in Kenya;</p> <p><input type="checkbox"/> Consignments arriving at Kenyan Ports without this document will be denied entry into the Country.</p> <p><input type="checkbox"/> Since PVoC is a conformity assessment process to verify that products imported to Kenya are in compliance with the applicable Kenya standards or approved equivalents, regulations and technical requirements before shipment, it is the sole responsibility of the supplier (i.e. exporter) to demonstrate the same and hence meet any associated costs of verification.</p>



**SECTION X – CONTRACT FORMS**

**FORM No 1: NOTIFICATION OF INTENTION TO AWARD**

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

**FORMAT**

1. For the attention of Tenderer's Authorized Representative
  - i) Name: *[insert Authorized Representative's name]*
  - ii) Address: *[insert Authorized Representative's Address]*
  - iii) Telephone: *[insert Authorized Representative's telephone/fax numbers]*
  - iv) Email Address: *[insert Authorized Representative's email address]*

*[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]*
2. Date of transmission: [email] on [date] (local time)  
This Notification is sent by (Name and designation) \_\_\_\_\_

3. Notification of Intention to Award
  - i) Procuring Entity: *[insert the name of the Procuring Entity]*
  - ii) Project: *[insert name of project]*
  - iii) Contract title: *[insert the name of the contract]*
  - iv) Country: *[insert country where ITT is issued]*
  - v) ITT No: *[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender  
Submit a Procurement-related Complaint in relation to the decision to award the contract.
  - a) The successful tenderer
    - i) Name \_\_\_\_\_ of \_\_\_\_\_ successful \_\_\_\_\_ Tender
    - ii) Address \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ successful \_\_\_\_\_ Tender
    - iii) Contract price \_\_\_\_\_ of the successful Tender Kenya Shillings \_\_\_\_\_ (in \_\_\_\_\_ words)
  - b) Other Tenderers  
Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

SNo	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why not Evaluated
1				
2				
3				
4				
5				

*(Note a) State NE if not evaluated*

5. How to request a debriefing



- a) DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (*local time*).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
  - i) Attention: [*insert full name of person, if applicable*]
  - ii) Title/position: [*insert title/position*]
  - ii) Agency: [*insert name of Procuring Entity*]
  - iii) Email address: [*insert email address*]
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

**6. How to make a complaint**

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (*local time*).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
  - i) Attention: [*insert full name of person, if applicable*]
  - ii) Title/position: [*insert title/position*]
  - iii) Agency: [*insert name of Procuring Entity*]
  - iv) Email address: [*insert email address*]
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website [info@ppra.go.ke](mailto:info@ppra.go.ke) or [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke). You should read these documents before preparing and submitting your complaint.
- e) There are four essential requirements:
  - i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
  - ii) The complaint can only challenge the decision to award the contract.
  - iii) You must submit the complaint within the period stated above.
  - iv) You must include, in your complaint, all of the information required to support your complaint.

**7. Standstill Period**

- i) DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (*local time*).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

**Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_ **Telephone:** \_\_\_\_ **Email:** \_\_\_\_\_

\_\_\_\_\_

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity of .....dated the...day of .....20.....in the matter of Tender No.....of .....20..... for .....(Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box No..... Tel. No.....Email ....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:

- 1.
2.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
2.

SIGNED .....(Applicant) Dated on.....day of ...../...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of .....20.....

SIGNED

Board Secretary

**FORM NO 3: LETTER OF AWARD**

*[letterhead paper of the Procuring Entity] [date]*

To: *[name and address of the Contractor]*

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by ..... *(name of Procuring Entity)*. You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring Entity.....

Attachment: *Contract Agreement*.....

**FORM NO 4: CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
between  
of \_\_\_\_\_ (hereinafter “the  
Procuring  
Entity”), of the one part, and \_\_\_\_\_ of

\_\_\_\_\_ (hereinafter “the Contractor”), of the other part:

WHEREAS the Procuring Entity desires that the Works known as \_\_\_\_\_ should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - a) the Letter of Acceptance
  - b) the Letter of Tender
  - c) the addenda Nos \_\_\_\_\_ (if any)
  - d) the Special Conditions of Contract
  - e) the General Conditions of Contract;
  - f) the Specifications
  - g) the Drawings; and
  - h) the completed Schedules and any other documents forming part of the contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year specified above.

Signed and sealed by \_\_\_\_\_ (for the Procuring Entity)

Signed and sealed by \_\_\_\_\_ (for the Contractor).

**FORM NO. 5 - PERFORMANCE SECURITY**  
**[Option 1 - Unconditional Demand Bank Guarantee]**

*[Guarantor letterhead]*

**Beneficiary:** \_\_\_\_\_ *[insert name and Address of Procuring Entity / Date:*

\_\_\_\_\_ *[Insert date of issue]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with *(name of Procuring Entity)* \_\_\_\_\_ (the Procuring Entity as the Beneficiary), for the execution of \_\_\_\_\_ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ *(in words)*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the .... Day of ....., 2.....<sup>2</sup>, and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months/ one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

*[Name of Authorized Official, signature(s) and seals/stamps].*

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

**FORM No. 6 - PERFORMANCE SECURITY**  
**[Option 2- Performance Bond]**

*[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** \_\_\_\_\_ *[insert name and Address of Procuring Entity/Date: \_\_\_\_\_ [Insert date of issue].*

**PERFORMANCE BOND No.:** \_\_\_\_\_

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond \_\_\_\_\_ as Principal (hereinafter called “the Contractor”) and \_\_\_\_\_] as Surety (hereinafter called “the Surety”), are held and firmly bound unto \_\_\_\_\_] as 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 thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
  - 1) complete the Contract in accordance with its terms and conditions; or
  - 2) obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
  - 3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day \_\_ of \_\_\_\_\_ 20\_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of By \_\_\_\_\_ in the capacity of

In the presence of

SIGNED ON \_\_\_\_\_ on behalf of By \_\_\_\_\_ in the capacity of

In the presence of

**FORM NO. 7 - ADVANCE PAYMENT SECURITY**

**[Demand Bank Guarantee]**

*[Guarantor letterhead]*

**Beneficiary:** \_\_\_\_\_ *[Insert name and Address of Procuring Entity]*

**Date:** \_\_\_\_\_ *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[Insert guarantee reference number]*

**Guarantor:** \_\_\_\_\_ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ *date* \_\_\_\_\_ .....with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_ *(in words)* is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ *(in words)* \_\_\_\_\_) <sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
  - a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
  - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_.
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, whichever is earlier. Consequently, demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months][one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

*[Name of Authorized Official, signature(s) and seals/stamps]*

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FORM NO. 8 - RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: \_\_\_\_\_ [Insert name and Address of Procuring Entity]

Date: \_\_\_\_\_ [Insert date of issue]

Advance payment guarantee no. [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that \_\_\_\_\_ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ [insert reference number of the contract] dated \_\_\_\_\_ with \_\_\_\_\_ the Beneficiary, for the execution of \_\_\_\_\_ [insert name of contract and brief description of Works] (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of [insert the second half of the Retention Money] is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] \_\_\_\_\_ ([insert amount in words \_\_\_\_\_])<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_ [insert name and address of Applicant's bank].
5. This guarantee shall expire no later than the ..... Day of ....., 2.....<sup>2</sup>, and any demand for payment under it must be received by us at the office indicated above on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months/one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

1

**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)
1.	Full Name		Directly-- ----- % of shares	Directly..... .....% of voting rights	. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No-----	. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No-----
	National identity card number or Passport number			Indirectly---- -----% of voting rights	2. Is this right held directly or indirectly?:	2. Is this influence or control exercised directly or indirectly?
	Personal Identification Number (where applicable)		Indirectly- ----- % of shares			
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
Residential address				Direct.....	Direct.....
Telephone number				.....	
Email address				Indirect.....	Indirect.....
Occupation or profession				.....	...
<b>2.</b>	Full Name	Directly-- ----- % of shares	Directly..... .....% of voting rights	Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----	Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No----
	National identity card number or Passport number		Indirectly---- -----% of voting rights	Is this right held directly or indirectly?:	Is this influence or control exercised directly or indirectly?
	Personal Identification Number (where applicable)	Indirectly-- ----- % of shares		Direct.....	Direct.....
	Nationality(ies)			.....	
	Date of birth [dd/mm/yyyy]			Indirect.....	Indirect.....
	Postal address			.....	...
	Residential address				
	Telephone number				
	Email address				
	Occupation or profession				
<b>3.</b>					
<b>e.t.</b>					
<b>c</b>					

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