# TANA WATER WORKS DEVELOPMENT AGENCY

# CONSTRUCTION WORKS FOR KANANA WATER PROJECT

# (RESERVED FOR FIRMS OWNED BY WOMEN)

# TENDER NO: TWWDA/T/008/2025-2026

# CLOSING DATE: WEDNESDAY 09$^{TH}$ SEPTEMBER 2026

**Employer**

Tana Water Works Development Agency
P. O. Box 1292 – 10100
**NYERI**

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**NAME AND CONTACT ADDRESSES OF PROCURING ENTITY**

Name: **Tana Water Works Development Agency**

Address: **P.O. Box 1292-10100, Nyeri**

Email address: **ceo@tanawwda.go.ke**

**(2) Invitation to Tender (ITT) No: TWWDA/T/008/2025 - 2026**

**(3) Tender Name: CONSTRUCTION OF KANANA WATER PROJECT**

**INVITATION TO TENDER**

**PROCURING ENTITY:** *Tana Water Works Development Agency, P.O. Box 1292-10100, Nyeri*

**CONSTRUCTION OF KANANA WATER PROJECT**

The *Tana Water Works Development Agency* invites sealed tenders for **Construction of Kanana Water Project (Reserved for Firms Owned by Women).**

Tendering will be conducted under open competitive method (National) using a standardized tender document. Tendering is open to all qualified and interested Tenderers in the herein named category of bidders.

1. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours 8.00 a.m. to 5.00 p.m. from Mondays to Thursdays and from 8:00 am to 4:00 pm on Fridays except on public holidays at the address given below.

2. A complete set of Tender Document in English (Compact Disc Version) may be purchased or obtained by interested applicants upon payment of a non-refundable fees of **Ksh.1000** cash or Banker's Cheque and payable to the address given below.

3. Tender documents may be viewed and downloaded for free from the website www.tanawwda.go.ke and the Public Procurement Information Portal (PPIP): https://tenders.go.ke. Tenderers who download the tender document must forward their particulars immediately to Email: ceo@tanawwda.go.ke or info@tanawwda.go.ke /Telephone:+2540612032282/+254 724259891, P.O. Box 1292-10100, Nyeri to facilitate any further clarification or addendum.

4. All Tenders must be accompanied by a *"Tender Security Declaration Form"*.

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

6. Completed tenders must be delivered to the address below on or before ***Wednesday 09th September 2026 at 10:00 a.m.*** Electronic Tenders ***will not*** be permitted.

7. Tenders will be opened immediately after the deadline date and time specified above or any deadline 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.

8. Late tenders will be rejected.

9. The addresses referred to above are:
   **Chief Executive Officer,**
   **Tana Water Works Development Agency**
   **P.O. Box 1292 – 10100**
   **Nyeri, Maji House, Baden Powell Road**

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

1) Name of Procuring Entity: Tana Water Works Development Agency

(1) Physical address for hand Courier Delivery to an office or Tender Box: Nyeri, Baden Powell Road, Maji House

(2) Postal Address P.O. Box 1292-10100, Nyeri

(3) Officer to be contacted: Chief Executive Officer, +2540612032282/+2540724259891, ceo@tanawwda.go.ke or info@tanawwda.go.ke

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

(1) Name of Procuring Entity: Tana Water Works Development Agency

(2) Postal Address: Chief Executive Officer, P.O. Box 1292-10100, Nyeri

(3) Physical address for hand Courier Delivery to an office or Tender Box: Nyeri, Baden Powell Road, Maji House

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

(1) Name of Procuring Entity: Tana Water Works Development Agency

(2) Physical address for the location: Nyeri, Baden Powell Road, Maji House

**Eng. Philip Gichuki, MBS**

Designation: **Chief Executive Officer**

Signature______________________

Date: 17/08/2026

# PART 1 - TENDERING PROCEDURES

## SECTION I-INSTRUCTIONS TO TENDERERS

## A GENERAL PROVISIONS

### 1. Sope of Tender

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

### 2. Fraud and Corruption

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

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

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

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

### 3. Eligible Tenderers

3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.8, or an individual or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of 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 goods or works that are the subject of the tender; or
f) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as a consultant for Contract implementation; or
g) Would be providing goods, work, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document; or
h) Has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and:
    i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
    ii) may be involved in the implementation or supervision of such Contract unless the 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 incorrect, coercive, obstructive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.

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

3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates inconformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.

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

3.8 A Tenderer that is a state-owned enterprise or a public institution in Kenya may be eligible to tender and be awarded a Contract(s) only if it is determined by the Procuring Entity to meet the following conditions, i.e. if it is:

i) A legal public entity of Government and/or public administration,
ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and
iii) operating under commercial law and vested with legal rights and liabilities similar to any

commercial enterprise to enable it to compete with firms in the private sector on an equal basis.

3.9 Firms and individuals shall be ineligible if their countries of origin are:

a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or

b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

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

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

3.11 Pursuant to the eligibility requirements of ITT4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

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

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

3.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance or valid tax certificate issued by the Kenya Revenue Authority.

## 4. Eligible Goods, Equipment, and Services

4.1 Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not ineligible under ITT3.9. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.

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

**5. Tenderer's Responsibilities**

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

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

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

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

## B. CONTENTS OF TENDER DOCUMENTS

**6. Sections of Tender Document**

6.1 The tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT10.

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

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

**PART 2**: **Works' Requirements** Section V: Bills of Quantities
Section VI: Specifications
Section VII: Drawings

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

6.2 The Invitation to Tender Notice issued by the Procuring Entity is not part of the Contract documents.

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of a pre-arranged site visit and those of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

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

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

7.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address **specified in the TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received not later than the period specified in the **TDS p**rior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified **in the TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.

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

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

7.4 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.

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

**8. Amendment of Tender Documents**

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

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

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

## C. PREPARATION OF TENDERS

### 9. Cost of Tendering

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

### 10. Language of Tender

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

### 11. Documents Comprising the Tender

11.1 The Tender shall comprise the following:

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

11.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed JV Agreement. Change of membership and conditions of the JV prior to contract signature will render the tender liable for disqualification.

### 12. Form of Tender and Schedules

12.1 The Form of Tender and Schedules, including the Bill of Quantities*,* shall be prepared using the relevant form*s* furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

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

### 13. Alternative Tenders

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

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

13.3 Except as provided under ITT13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price the Procuring Entity's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the winning Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

13.4 When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the **TDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.

**14. Tender Prices and Discounts**

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

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

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

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

14.5 It will be specified in the **TDS** if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, 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.

14.6 Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4, provided the Tenders for all lots (contracts) are opened at the same time.

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

14.8 The candidate who wins this tender shall pay a Public Procurement Capacity Building Levy of 0.03%

of the value of signed contract. The levy shall be deducted from the contract value by the Procuring Entity and paid to Public Procurement Regulatory Authority (PPRA) at the time of payment of the contract.

**15. Currencies of Tender and Payment**

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

15.2 Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya shillings

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

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

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

**16. Documents Comprising the Technical Proposal**

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

**17. Documents Establishing the Eligibility and Qualifications of the Tenderer**

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

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

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

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

17.5 The purpose of the information described **in ITT 17.2** above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

17.6 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.4. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

17.7 All information provided by the tenderer pursuant to these requirements must be complete, current and 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.

17.8 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.

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

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

17.10 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 17.8 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tender.

## 18. Period of Validity of Tenders

**18.1.** Tenders shall remain valid for the Tender Validity period specified in the **TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 22). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

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

## 19. Tender Security

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

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

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

19.3 If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.

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

19.5 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and any other documents required in the **TDS**. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

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

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

a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension there to be provided by the Tenderer; or
b) if the successful Tenderer fails to:
i) sign the Contract in accordance with ITT 47; or
**ii)** furnish a Performance Security and if required in the **TDS**, and any other documents required in the **TDS.**

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

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

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

## 20. Format and Signing of Tender

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

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

20.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall 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 initialized by the person signing the Tender.

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

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

## D. SUBMISSION AND OPENING OF TENDERS

### 21. Sealing and Marking of Tenders

21.1 The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as describedinITT11; and
b) in an envelope or package or container marked "COPIES" all required copies of the Tender; and
c) if alternative Tenders are permitted in accordance with ITT 13, and if relevant:
   i) in an envelope or package or container marked "ORIGINAL - ALTERNATIVE TENDER", the alternative Tender; and
   ii) in the envelope or package or container marked "COPIES-ALTERNATIVETENDER", all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

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

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

### 22. Deadline for Submission of Tenders

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

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

## 23. Late Tenders

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

## 24. Withdrawal, Substitution, and Modification of Tenders

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

a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

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

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

## 25. Tender Opening

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

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

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

25.5 Next, all remaining envelopes shall be opened 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.

25.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bill of Quantities (to be decided on by the tender opening committee) are to be initialed by the members of the tender opening committee attending the opening.

25.7 At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).

25.8 The Procuring Entity shall prepare minutes of the Tender Opening that shall include, as a minimum:

a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
b) The Tender Price, per lot (contract) if applicable, including any discounts;
c) Any alternative Tenders;
d) The presence or absence of a Tender Security, if one was required.
e) Number of pages of each tender document submitted.

25.9 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of tender opening register shall be issued to a tenderer upon request.

## E. Evaluation and Comparison of Tenders

### 26. Confidentiality

26.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 43.

26.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its tender.

26.3 Notwithstanding ITT 26.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any matter related to the tendering process, it shall do so in writing.

### 27. Clarification of Tenders

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

27.2 If a tenderer does not provide clarifications of its tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

### 28. Deviations, Reservations, and Omissions

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

a) “Deviation” is a departure from the requirements specified in the tender document;
b) “Reservation” is the setting of limiting conditions or withholding from complete

acceptance of the requirements specified in the tender document; and

c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender document.

## 29. Determination of Responsiveness

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

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

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

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

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

## 30. Non-material non-conformities

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

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

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

## 31. Arithmetical Errors

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

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

a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity,

subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and

c) If there is a discrepancy between words and figures, the amount in words shall prevail

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

**32. Conversion to Single Currency**

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

**33. Margin of Preference and Reservations**

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

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

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

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

**34. Nominated Subcontractors**

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

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

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

**35. Evaluation of Tenders**

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

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

a) Price adjustment in accordance with ITT 31.1; excluding provisional sums and contingencies, if any, but including Day work items, where priced competitively;
b) Price adjustment due to discounts offered in accordance with ITT 14.4;
c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 32;
d) price adjustment due to quantifiable non-material non-conformities in accordance with ITT 30.3; and
e) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

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

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

**36. Comparison of Tenders**

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

**37. Abnormally Low Tenders and Abnormally**

**High Tenders Abnormally Low Tenders**

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

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

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

**Abnormally High Tenders**

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

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

i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.

ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

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

## 38. Unbalanced and/or Front-Loaded Tenders

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

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

a) accept the Tender; or

b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a **10%** of the Contract Price; or

c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or

d) reject the Tender,

## 39. Qualifications of the Tenderer

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

39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.

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

## 40. Lowest Evaluated Tender

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

a) Most responsive to the Tender document; and

b) The lowest evaluated price.

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

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

## F. AWARD OF CONTRACT

**42. Criteria Award**

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

**43. Notice of Intention to enter into a Contract**

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

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

**44. Stand still Period**

44.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 10 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

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

**45. Debriefing by the Procuring Entity**

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

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

**46. Letter of Award**

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 44.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award *shall request the successful tenderer to furnish the Performance Security within 21 days of the* *date of the letter.*

## 47. Signing of Contract

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

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

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

## 48. Performance Security

48.1 Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

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

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

## 49. Publication of Procurement Contract

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

## 50. Procurement Related Complaint and Administrative Review

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

50.2 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.

| **Reference to ITC Clause** | **PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS** |
|---|---|
| **A. General** | |
| **ITT 1.1** | The name of the contract is: Construction works for **Kanana Water Project. (Reserved For Firms Owned by Women)**<br><br>The reference number of the Contract is: **TWWDA/T/008/2025 - 2026**<br>The number and identification of lots (contracts) comprising this Tender are *[insert number and identification of lots (contracts)]*<br><br>Lot 1- Name ________N/A________________________<br><br>Lot 2- Name ____________N/A______________________<br><br>Lot… Name _______________N/A________________________<br>ETC |
| **ITT 2.4** | The Information made available on competing firms is as follows: N/A<br><br>___________________________________________ |
| **ITT 2.4** | The firms that provided consulting services for the contract being tendered for are: N/A<br><br>___________________________________________ |
| **ITT3.12** | The NCA registration certificate to be required before award and signing of the contract shall be of category: Water **Works NCA 7** and above. |
| **ITT 3.1** | Maximum number of members in the Joint Venture (JV) shall be: ***[N/A].*** |
| **B. Contents of Tender Document** | |
| **ITT 6.1** | All documents referred to under section 6.1, shall form part of the contract and must all be submitted having been chronologically paginated as had been uploaded in the Blank tender document and stamped on every page. |
| **ITT 7.1** | (i) The Tenderer will submit any request for clarifications in writing at the Address: P.O. Box 1292-10100 Nyeri, to reach the Procuring Entity not later than **Monday 31st August, 2026** Prior to deadline for submission of Tenders<br>(ii) The Procuring Entity will publish its response on its website: www.tanawwda.go.ke |
| **ITT 7.2** | (A) A pre-arranged pretender site visit **Shall** take place at the following date, time and place:<br>Date: **Tuesday 25th August 2026**<br>Time: **10:00 am.**<br>Place: **KINDANI CHIEF`S OFFICE, LAKATHI**<br><br>(B) Pre-Tender meeting *[“shall not”]* take place at the following date, time and |

| Reference to ITC Clause | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
|---|---|
| | place:<br>Date: ________**N/A**________<br>Time: N/A<br>Place: ____________________ |
| **ITT 7.3** | The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than **N/A** before the meeting. |
| **ITT 7.5** | The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre-arranged pretender site visit will be published is: **www.tanawwda.go.ke** |

| C. Preparation of Tenders | |
|---|---|
| ITT 11(a) | The Tenderer shall submit the following additional documents in its Tender: Current and Valid Registration as a **minimum Class 'D'** and above licensed water supply and sewerage contractor registered with the Ministry of Water, Sanitation and Irrigation and any other *indicated in the section under* ***Section III – Evaluation and Qualification Criteria.*** |
| **ITT 13(a)** | Alternative Tenders ***"shall not be"*** considered. |
| ITT 13(b) | Alternative times for completion ***"shall not be"*** permitted. |
| ITT 13(d) | Alternative technical solutions shall be permitted for the following parts of the Works: **NA** |
| **ITT 14(e)** | The prices quoted by the Tenderer shall be: "***fixed"*** |
| **ITT 14(g)** | 0.03% of the contract value to be deducted from the total amount payable to the contracted firm and submitted to PPRA |
| **ITT 15(b)** | Foreign currency requirements **not allowed.** |
| **ITT 18.2** | The Tender validity period shall be 182 days. |
| **ITT 18.3** | a) The Number of days beyond the expiry of the initial tender validity period will be days: **N/A**<br><br>(b) The Tender price shall be adjusted by the following percentages of the tender price:<br>**N/A**<br><br>(i) By - % of t*he local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and:* ***N/A***<br><br>(ii) *By* **-** *% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension:* ***N/A*** |

| | |
|---|---|
| **ITT 19(a)** | A duly filled Tender-Securing Declaration form *"shall be*" required<br><br>The amount and currency of the Tender Security shall be: NA |

| **Reference to ITC Clause** | **PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS** |
|---|---|
| | |
| **ITT 19(e)** | Other documents required are: NCA Registration certificate, Contractor`s all risk insurance policies (Works, Plant and Equipment), Third-party Insurance, WIBA or GPA________________________________________ |
| **ITT 20(a)** | In addition to the original of the Tender, the number of copies is: **1 copy** |
| **ITT 20( c)** | The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: **Power of Attorney** |
| **D. Submission and Opening of Tenders** | |
| **ITT 21(a)** | A tender package or container that cannot fit in the tender box shall be received as follows: **Delivered to the Deputy Director Supply Chain Management's Office** |
| **ITT 22(a)** | (A) For Tender submission purposes only, the Procuring Entity's address is:<br><br>(1) Name of Procuring Entity: Tana Water Works Development Agency<br><br>(2) Postal Address: Chief Executive Officer, P.O. Box 1292-10100, Nyeri<br><br>(3) Physical address for hand Courier Delivery to an office or Tender Box: Nyeri, Baden Powell Road, Maji House, Ground Floor<br><br>(4) Date and time for submission of Tenders **Wednesday, 09th September 2026. 10:00 a.m.**<br><br>(5) Tenderers **shall not submit** tenders electronically. |

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|---|---|
| **ITT 25(a)** | The Tender opening shall take place at the time and the address for Opening of Tenders provided below:<br><br>(1) Name of Procuring Entity: Tana Water Works Development Agency<br><br>(2) Physical address for the location: Nyeri, Baden Powell Road, Maji House<br><br>State date and time of tender opening **Wednesday, 9th September 2026. 10:05 a.m.** |
| **ITT 25(a)** | If Tenderers are allowed to submit Tenders electronically, they shall follow the electronic tender submission procedures specified below**: N/A** |
| **E. Evaluation, and Comparison of Tenders** | |
| **ITT 30(c )** | The adjustment shall be based on the *average* price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its Lowest estimate. |
| **ITT 31(b)** | An error shall be considered a major deviation that leads to disqualification of the tender if the percentage of the error (error over the tender price quoted) is: **more or less than 2.5%.** |

| **Reference to ITC Clause** | **PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS** |
|---|---|
| **ITT 32** | The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: **Kenya Shillings**<br><br>The source of exchange rate shall be: **The Central bank of Kenya**<br><br>The date for the exchange rate shall be*:* **the deadline date for Submission of the Tenders.**<br><br>*For comparison of Tenders, the Tender Price, corrected pursuant to ITT 31, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Tenderer in accordance with ITT 15.1.*<br><br>*In the second step, the Procuring Entity will convert the amounts in various currencies in which the Tender Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date, stipulated above.* |
| **ITT 33(b)** | A margin of preference ***"shall not"*** apply. |

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| **ITT 33(d)** | The invitation to tender is extended to the following groups that qualify for Reservations **N/A** |
| **ITT 34(a)** | At this time, the Procuring Entity ``***does not intend”*** to execute certain specific parts of the Works by subcontractors selected in advance. |
| **ITT 34(b)** | Contractor’s may propose subcontracting: Maximum percentage of subcontracting permitted is: *30% of the total contract amount.* Tenderers planning to subcontract more than 10% of total volume of work shall specify, in the Form of Tender, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience. **Any part of the works sub-contracted should be formally communicated to the Employer before engagement of the Subcontractor**. |
| **ITT 34(c )** | *[Indicate N/A if not applicable]*<br>The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows: **N/A**<br><br>For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Tenderer for the purpose of evaluation. |
| **ITT 35(b) (e)** | Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria. |
| **ITT 48(b)** | Additional requirements are:<br>Requisite Insurances including All Risk Insurance policies, Third-Party Insurance, Workers Insurance - WIBA or GPA |
| **ITT 50(a)** | The procedures for making a Procurement-related Complaint are available from the PPRA website info@ppra.go.ke or complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:<br><br>For the attention: *Eng. Philip Gichuki, MBS* |
| **Reference to ITC Clause** | **PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS** |
| | Title/position: *Chief Executive Officer*<br><br>Procuring Entity: *Tana Water Works Development Agency*<br><br>Email address*:* *ceo@tanawwda.go.ke*<br><br>In summary, a Procurement-related Complaint may challenge any of the following:<br><br>(i) the terms of the Tender Documents; and |

| | |
|---|---|
| | (ii) the Procuring Entity's decision to award the contract. |

## SECTION III- EVALUATION AND QUALIFICATION CRITERIA

### 1.General Provisions

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

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

a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the 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.

1.3 Evaluation and contract award Criteria

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

**1. (i) Preliminary examination for Determination of Responsiveness**

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

| | **MANDATORY REQUIREMENTS** | **Yes** | **No** | **Remarks (Fail or Pass) at the bottom** |
|---|---|---|---|---|
| | Submission of valid documents listed below: - | | | |
| 1. | Copy of Firm's KRA PIN Certificate | | | |
| 2. | Copy of Certificate of Incorporation/Registration under a valid legal entity. | | | |
| 3. | Valid Tax Compliance Certificate | | | |
| 4. | List of Heads of the tendering Entity– Attach copy of a valid CR12 not older than 12 months from the date of tender submission in case of incorporated Companies/or Business Registration Services copy. | | | |

| | | | | |
|---|---|---|---|---|
| 5. | Audited Accounts for the last three years (i.e. within the period of 2021/2022 to 2023/2024 which must be signed by the auditor and the directors) | | | |
| 6. | Evidence/proof of having undertaken at least 3 No. similar works in the last 10 years. | | | |
| 7. | Duly filled Tender Security Declaration Form as described in the ITT 19.1 | | | |
| 8. | Firm`s profile and resumes of the key staff (Project Manager, Site Agent, Engineering Surveyor, Foreman and Environmentalist) | | | |
| 9. | Business permit from the respective County Government. | | | |
| 10. | Tender Document to be signed by a duly authorized person on behalf of the firm as evidenced by a duly registered Power of Attorney | | | |
| 11. | Bid document MUST be initialed, stamped and chronologically paginated, hard bound, completely filled and countersigned in case of any cancellation | | | |
| 12. | Copy of a valid NSSF compliance certificate | | | |
| 13. | Copy of a valid NHIF compliance certificate | | | |
| 14. | Duly filled and signed attached confidential business questionnaire | | | |
| 15. | Duly filled, signed and stamped form of tender | | | |
| 16. | Litigation History sworn by a Commissioner of Oaths. | | | |
| 17. | Tenderer should not have been debarred by PPRA. | | | |
| 18. | Duly filled, signed and stamped Tendering forms. | | | |
| 19. | Registration as a **minimum Class 'D'** and above licensed water supply and sewerage contractor registered with the Ministry of Water, Sanitation and Irrigation. | | | |
| 20. | A copy of Registration Certificate with **NCA category '7'** and above | | | |
| 21 | Original copy of the Pre-Bid Site Visit Certificate must be attached | | | |
| 22 | A copy of a valid AGPO certificate (**Women Category**) | | | |
| 23 | Submitted 1 Original and 1 Copy of the Bid Document. | | | |

| | REMARKS | | | |
|---|---|---|---|---|

iii) **Stage 2- Technical Evaluation**

In this stage bidders are to be evaluated on marks. Any bidder who does not achieve at least 75% in this stage will not proceed to stage 3.

| 2(ii) | **SPECIFIC SPECIFICATIONS** | | | |
|---|---|---|---|---|
| | | **Required Marks** | **Awarded Marks** | **Remarks** |
| 2.1 | **FIRM'S GENERAL AND SPECIFIC EXPERIENCE** | | | |
| | **General experience (6 Marks)** | **6** | | |
| | Evidence of undertaking at least 3 civil works of a cumulative value equivalent to Ksh 100,000,000.00 or above in the last 5 years. Provide relevant assignments preferably within the last 5 years **(2 marks per assignment)- (6 Marks)** | | | |
| | **Specific experience (6 Marks)** | **6** | | |
| | Evidence of undertaking at least 3 similar assignments in Construction of Water Supply Pipelines of size 315mm diameter and above (ensure that at least 2 relevant assignments are within the last 5 years). **(2 marks per assignment) -(6 Marks)** | | | |
| 2.2 | **FINANCIAL CAPACITY** | | | |
| | **Audited Accounts(6Marks)** | **6** | | |
| | A copy of signed and stamped Audited accounts for the years 2021/2022 to 2023/2024 with the Audit Firm/Auditor's ICPAK Number clearly indicated. **(2 marks for each year)- (6 Marks)** | | | |
| | **Cash Flow(5Marks)** | **5** | | |
| | Ksh.70,000,000 and above –(5 marks) | | | |
| | Ksh.50,000,000-69,999,999- (3 marks) | | | |
| | Less than 50,000,000- (1 mark) | | | |
| 2.3 | **Proof of availability of equipment required (own or lease e.g copies of Log Books, Lease Agreement and any other relevant documents) –(38 Marks)** | **38** | | |
| | Hydraulic Butt Fusion Machine Size 50mm – 315mm- (8 marks) | | | |
| | Concrete Mixer (capacity 0.3m$^3$ to1m$^3$) –(5 marks) | | | |
| | Poker Vibrator (40mm – 60mm) –(5 marks) | | | |
| | 1 No. Excavator (with provision for a rock breaker).-(5 marks) | | | |
| | 7 / 10 / 15-ton Tipper Lorries-(5 marks) | | | |
| | Pick-Up – 1 Ton-(4 marks) | | | |
| | 1 No. pump testing Machine (2) | | | |
| | 1 No. Compressor (2) | | | |
| | Borehole Driller and Machinery for Pipe Laying (2) | | | |
| 2.4 | **Experience of Key Personnel – (29 marks)**<br>**NB: provide a summary/listing indicating the required key personnel as titled below.** | **29** | | |

| | | | | |
|---|---|---|---|---|
| | **a) Project Manager – (7 marks)**<br>- Minimum Bsc. Civil Engineering (2 marks), Professional Engineer/ Registered with Engineers Board of Kenya (2 marks) (attach copies of qualification)- **(4 marks)**<br><br>- Minimum 5 years relevant Experience (Attach copies/testimonials} (1.5 marks)- Certified CVs signed by both the employer and the employee (1.5 marks) –**(3 marks)** | | | |
| | **b) Site Agent – (7 marks)** | | | |
| | - Minimum Bsc. Civil Engineering (2 marks), Professional Engineer Registered with Engineers Board of Kenya (2 marks) (attach copies of qualification) – (4 Marks)<br><br>- Minimum 7 years relevant Experience **(1.5 marks)** (Attach copies/testimonials}- Certified CVs signed by both the employer and the employee – (3 marks) | | | |
| | **c) Engineering Surveyor – (5 marks)**<br>- Must have a minimum of Bsc. Surveying (3 marks) or Higher National Diploma (HND) in Surveying (2 marks) Diploma in Surveying (1 mark) (attach copies of qualification) – (3 marks)<br><br>- 7 years and above relevant Experience (2 marks), below 7 years (1 mark) (Attach copies/testimonials}- Certified CVs signed by both the employer and the employee – (2 marks) | | | |
| | **d) Foreman (Civil Works) – (5 marks)**<br>- Must have a minimum of Diploma in Civil Engineering/Building/ Construction or Equivalent (attach copies of qualification) – (3 marks)<br><br>- 5 years and above relevant Experience, below 5 years (1 mark) (Attach copies/testimonials}- Certified CVs signed by both the employer and the employee – **(**2 marks) | | | |

| | | | | |
|---|---|---|---|---|
| | **e) Environmentalist – (5 marks)**<br>- Must have a minimum of Degree in Environmental Science and registered with NEMA as an associate expert– (3 marks)<br><br>- 3 years relevant Experience (Attach copies/testimonials}- Certified CVs signed by both the employer and the employee - (2 marks) | | | |
| 2.5 | **PROPOSED METHODOLOGY / WORK PLAN (10 Marks) Attach a Gantt Chart or table clearly indicating the time frame and activities from Start to the - Completion of the Project** | **10** | | |
| | **Gantt Chart** | | | |
| | *Attached signed and stamped (5 marks)* | | | |
| | *Not attached (0 marks)* | | | |
| | **How adequate is the workplan** | | | |
| | *Adequate work plan indicating resource allocation (equipment, labour and finances) ) (5 marks)* | | | |
| | *Inadequate (0 marks)* | | | |
| | **Total** | **100** | | |

**(iii) FINANCIAL EVALUATION**

At this stage, bidders' financial quotations will be ranked from the lowest to the highest. The Lowest Evaluated Tender price shall be selected for award of contract.

**2. Tender Evaluation (ITT 35)**

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

i) **Alternative Completion Times,** if permitted under ITT 13.2, will be evaluated as follows: **N/A**

ii) **Alternative Technical Solutions** for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows: …………………**N/A**…………………

iii) **Other Criteria; if** permitted under ITT 35.2(d) : …………………**N/A**……………………..................

**3. Multiple Contracts (N/A)**

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

**<u>OPTION 1</u>**

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

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

**OPTION 2**

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

**4. Alternative Tenders (ITT 13.1) (N/A)**

*An alternative if permitted under ITT 13.1, will be evaluated as follows:*

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part2-Works Requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring

**5. MARGIN OF PREFERENCE (N/A)**

5.1 If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded one valuated price of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

5.2 Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contract or group of contractors qualifies for a margin of preference.

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

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

5.4 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 3.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group Band the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

**6. Post qualification and Contract award (ITT 39), more specifically,**

a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
   i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any

contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings 5,000,000.

ii) Minimum average annual construction turnover of Kenya Shillings 10,000,000 equivalent calculated as total certified payments received for contracts in progress and/or completed within the last 5 No. years.

iii) At least **3 No.** of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings 4,800,000 equivalent.

*iv)* Contractor's Representative and Key Personnel, which are specified as: Site Agent, EHS (Environmental Health and Safety Officer**,** Electrical/Mechanical Engineer *(As indicated in the qualification form below)*

*v)* Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as *[specify requirements for each lot as applicable]: Test Pumping Unit, Concrete Mixer, Poker Vibrator, Means of Transport for materials. (As indicated in the qualification form below)*

vi) Other conditions depending on their seriousness.

a) **History of non-performing contracts**:
Tenderer and each member of JV incase the Tenderer is a JV, shall demonstrate that non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last
**5 years.** The required information shall be furnished in the appropriate form.

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

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

## 7. QUALIFICATION FORM SUMMARY

| **1** | **2** | **3** | ***4*** | ***5*** |
|---|---|---|---|---|
| **Item No.** | **Qualification Subject** | **Qualification Requirement** | ***Document To be Completed by Tenderer*** | ***For Procuring Entity's Use (Qualification met or Not Met)*** |
| 1 | Nationality | Nationality in accordance with ITT 3.6 | Forms ELI – 1.1 and 1.2, with attachments | |
| 2 | Tax Obligations for Kenyan Tenderers | Has produced a current tax clearance certificate or tax exemption certificate issued by Kenya Revenue Authority in | Attachment | |

| 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)*** |
| | | accordance with ITT 3.14. | | |
| 3 | Conflict of Interest | No conflicts of interest in accordance with ITT 3.3 | Form of Tender | |
| 4 | PPRA Eligibility | Not having been declared ineligible by the PPRA as described in ITT 3.7 | Form of Tender | |
| 5 | State- owned Enterprise | Meets conditions of ITT 3.8 | Forms ELI – 1.1 and 1.2, with attachments | |
| 6 | Goods, equipment and services to be supplied under the contract | To have their origin in any country that is not determined ineligible under ITT 4.1 | Forms ELI – 1.1 and 1.2, with attachments | |
| 7 | History of Non-Performing Contracts | Non-performance of a contract did not occur as a result of contractor default since 1st January, 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 | |
| 10 | Litigation History | No consistent history of court/arbitral award decisions against the Tenderer since 1st January, 2018. | Form CON – 2 | |
| 11 | Financial Capabilities | (i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings 6,000,000 equivalent for the subject | Form FIN – 3.1, with attachments | |

| 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|
| **Item No.** | **Qualification Subject** | **Qualification Requirement** | ***Document To be Completed by Tenderer*** | ***For Procuring Entity's Use (Qualification met or Not Met)*** |
| | | contract(s) net of the Tenderer's other commitments.<br><br>(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.<br><br>(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. | | |
| 12 | Average Annual Construction Turnover | Minimum average annual construction turnover of Kenya Shillings 15,000,000*, Equivalent* calculated as total certified payments received for contracts in progress and/or completed within the last 5 years, divided by 5 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 5 years, starting 1st January, 2018. | Form EXP – 4.1 **Experience** | |
| 14 | Specific Construction & Contract Management Experience | A minimum number of ***3No***. 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 | Form EXP 4.2(a) | |

| 1<br>Item No. | 2<br>Qualification Subject | 3<br>Qualification Requirement | *4*<br>*Document To be Completed by Tenderer* | *5*<br>*For Procuring Entity's Use (Qualification met or Not Met)* |
|---|---|---|---|---|
| | | tender submission deadline i.e. …. (Number) contracts, each of minimum value Kenya shillings 4,800,000 equivalent.<br><br>The similarity of the contracts shall be based on the following: a) Supply and Installation of Solar Panels and associated cabling b) Supply of all materials and erection of solar panels mountain structure<br>c) Supply and installation of $24m^3$ galvanized pressed steel water tank d) Supply of all materials and erection of 12M high tank elevated steel structure<br>e) Supply of all materials and construction of Pump control house and fencing works<br>f) Installation of submersible pump at a depth of 200M | | |
| 15 | Key Personnel | **Project Manager – Must** have a minimum of Diploma in Water Engineering or equivalent. Minimum 5 years relevant Experience.<br><br>**Driller -** Must be a holder of a certificate in drilling. Minimum 5 years relevant Experience.<br><br>**Electrical/Mechanical Engineer -** Must have a minimum of Diploma in Electrical/Mechanical Engineering or equivalent. Minimum 5 years relevant Experience. | Forms PER 1 and PER 2 | |
| 16 | Key Equipment | a) Test Pumping Unit<br>b) Concrete Mixer<br>c) Poker Vibrator | Form EQU: Equipment | |

| 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)*** |
| | | d) Means of transport for Materials<br>e) Pump Testing Machine<br>f) Compressor<br>g) Borehole Driller and Machinery for Pipe Laying | | |

**SECTION IV - TENDERING FORMS**

**QUALIFICATION FORMS**

1. FOREIGN TENDERERS 40% RULE.
2. TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE
3. Form EQU: EQUIPMENT.
4. FORM PER -1.
5. FORM PER-2.
6. TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION.
   - 6.1 FORM ELI-1.1.
   - 6.2 FORM ELI-1.2.
   - 6.3 FORM CON –2.
   - 6.4 FORM FIN –3.1.
   - 6.5 FORM FIN –3.2.
   - 6.6 FORM FIN –3.3.
   - 6.7 FORM FIN –3.4.
   - 6.8 FORM EXP -4.1.
   - 6.9 FORM EXP - 4.2(a).
   - 6.9 FORM EXP - 4.2 (a) (cont.).
   - 6.10 FORM EXP -4.2 (b).

**OTHER FORMS**

7. FORM OFTENDER.
8. FORM OF TENDER SECURITY - DEMAND BANKGUARANTEE.
9. FORM OF TENDER SECURITY (TENDERBOND).
10. FORM OF TENDER-SECURINGDECLARATION.
11. APPENDIX TO TENDER.

**TECHNICAL PROPOSAL FORMS**

Site

Organization.

Method

Statement.

Mobilization

Schedule.

Construction

Schedule.

**QUALIFICATION FORMS**

**1. FOREIGN TENDERERS 40% RULE**

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

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

**3. 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<br>☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured | |

Omit the following information for equipment owned by the Tenderer.

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

## 4. FORM PER-1

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

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

**Contractor' Representative and Key Personnel**.

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

| | | |
|---|---|---|
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** *[________________________]* | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** *[________________________]* | |
| | **Name of candidate:** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** *[insert title]* | |
| | **Name of candidate** | |
| | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
| | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
| | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

**5. FORM PER-2:**

Resume and Declaration - Contractor's Representative and Key Personnel

| |
|---|
| Name of Tenderer |

| | | |
|---|---|---|
| Position: [*title of position from Form PER-1*] | | |
| Personnel information | Name: | Date of birth: |

| | | |
|---|---|---|
| | Address: | E-mail: |
| | | |
| | Professional qualifications: | |
| | Academic qualifications: | |
| | Language proficiency: *[language and levels of speaking, reading and writing skills]* | |
| Details | | |
| | Address of Procuring Entity: | |
| | Telephone: | Contact (manager / personnel officer): |
| | Fax: | |
| | Job title: | Years with present Procuring Entity: |

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

| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
|---|---|---|---|
| ***[main project details]*** | ***[role and responsibilities on the project]*** | ***[time in role]*** | ***[describe the experience relevant to this position]*** |
| | | | |
| | | | |
| | | | |

**DECLARATION**

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

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

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

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

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

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

Signature:_______________________________________________________ Date: (day month year): _____________________________________________________________ Countersignature of authorized representative of the Tenderer:

Signature:_______________________________________________________ Date: (day month year): _____________________________________________________________

## TENDERERS 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-

**1.1Tenderer**

**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:<br>*[icate country of Constitution]* |
| Tenderer's actual or intended year of incorporation: |
| Tenderer's legal address [in country of registration]: |
| Tenderer's authorized representative information<br>Name: ____________________________________<br>Address: ____________________________________<br>Telephone/Fax numbers: ________________________<br>E-mail address: _______________________________ |
| 1. Attached are copies of original documents of<br>☐ 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<br>☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5<br>☐ In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing:<br>• Legal and financial autonomy<br>• Operation under commercial law<br>• Establishing that the Tenderer is not under the supervision of the Procuring Entity |

| |
|---|
| 2. Included are the organizational chart and a list of Board of Directors |

## 42 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<br>Name: ______________________________<br>Address: ____________________________<br>Telephone/Fax numbers: ________________<br>E-mail address: _________________________ |
| 1. Attached are copies of original documents of<br>☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 43.6.<br>☐ 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.<br><br>2. Included are the organizational chart and a list of Board of Directors |

## 43 FORM CON – 2

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

Tenderer's Name:____________________________________________ Date:_______ JV Member's Name_____________________________________________ ITT No. and title:___

| Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria | | | |
|---|---|---|---|
| ☐ Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.<br><br>☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1 | | | |
| **Year** | **Non-performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and** |

| | | | Kenya Shilling equivalent) |
|---|---|---|---|
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*<br>Name of Procuring Entity: *[insert full name]*<br>Address of Procuring Entity: *[insert street/city/country]*<br>Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria | | | |
| ☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.<br>☐ 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: _________<br>Name of Procuring Entity: ____________<br>Address of Procuring Entity: __________<br>Matter in dispute: ______________<br>Party who initiated the dispute: ____<br>Status of dispute: ___________ | |
| | | Contract Identification:<br>Name of Procuring Entity:<br>Address of Procuring Entity:<br>Matter in dispute:<br>Party who initiated the dispute:<br>Status of dispute: | |
| Litigation History in accordance with Section III, Evaluation and Qualification Criteria | | | |
| ☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.<br>☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below. | | | |

| **Year of award** | **Outcome as percentage of Net Worth** | **Contract Identification** | **Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)** |
|---|---|---|---|

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

## 4.4 FORM FIN –3.1:

**Financial Situation and Performance**

Tenderer's Name: __________________________ Date:_________ JV Member's Name__ ITT No. and title:_____________________________________

### 4.4.1. Financial Data

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

| | | | | | |
|---|---|---|---|---|---|
| Profits Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

**Refer to ITT 15 for the exchange rate*

**6.4.2 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 | | |

**6.4.3 Financial documents**

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

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

Attached are copies of financial statements [1] for the_________years required above; and complying with the requirements

**6.5 FORM FIN – 3.2:**

**Average Annual Construction Turnover**

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

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

| | | | |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| Average Annual Construction Turnover * | | | |

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

## 6.6 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 cashflow demands of the subject contractor contracts as specified in Section III, Evaluation and Qualification Criteria.

## 6.7 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.

| **Starting Year** | **Ending Year** | **Contract Identification** | **Role of Tenderer** |
|---|---|---|---|
| | | Contract name: ____________________<br>Brief Description of the Works performed by the Tenderer: _____________________________<br>Amount of contract: ___________________<br>Name of Procuring Entity: ____________________<br>Address: _____________________________ | |
| | | Contract name: _________________________<br>Brief Description of the Works performed by the Tenderer: _____________________________<br>Amount of contract: ___________________<br>Name of Procuring Entity: ___________________<br>Address: _________________________ | |
| | | Contract name: ________________________<br>Brief Description of the Works performed by the Tenderer: __________________________<br>Amount of contract: ___________________<br>Name of Procuring Entity: ___________________<br>Address: _________________________ | |

## 6.8 FORM EXP -4.1

**General Construction Experience**

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

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

## 6.9 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 |
|---|---|
| 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 | |

## 6.10 FORM EXP -4.2(b)

**Construction Experience in Key Activities**

Tenderer's Name: _________________________________ Date:_________ Tenderer's JV Member Name:_________________________________ Sub-contractor's Name[2] (as perITT34):_________________________________ ITT No. and title:________________

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

1. Key Activity No One: _

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

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

2. Activity No. Two

3. . …………………

**OTHER FORMS**

## 7. FORM OF TENDER

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

***INSTRUCTIONS TO TENDERERS***

*i) All italicized text is to help the Tenderer in preparing this form.*

*ii) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*

*iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (xxii) below.*

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

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

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

Dear Sirs,

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

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

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

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Particular Conditions of Contract.

3. We agree to adhere by this tender until_______________*[Insert date],* and it shall remain binding upon us and may be accepted at any time before that date.

4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.

5. We, the undersigned, further declare that:

i) *No reservations:* We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 8;

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

iii) *Tender-Securing Declaration:* We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;

(iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works];*

(v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*

(vi) **Option1,** incase 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

**Option2,** in case of multiple lots:

a) *Total price of each lot* [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and

b) *Total price of all lots* (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

vii) Discounts: The discounts offered and the methodology for their application are:

viii) The discounts offered are: [*Specify in detail each discount offered.*]

ix) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

x) *Tender Validity Period:* Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1(as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

xi) *Performance Security:* If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;

xii) *One Tender Per Tender:* We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT3.4, other than alternative Tenders submitted in accordance with ITT 13.3;

xiii) *Suspension and Debarment:* We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.

xiv) *State-owned enterprise or institution:* [*select the appropriate option and delete the other*] [*We are not a state- owned enterprise or institution*]/[*We are a state-owned enterprise or institution but meet the requirements of ITT 3.7*];

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**
** 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

**Instructions 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.

**i) Tenderer's details**

| | ITEM | DESCRIPTION |
|---|---|---|
| 1 | Name of the Procuring Entity | |
| 2 | Reference Number of the Tender | |
| 3 | Date and Time of Tender Opening | |
| 4 | Name of the Tenderer | |
| 5 | Full Address and Contact Details of the Tenderer. | 1. Country<br>2. City<br>3. Location<br>4. Building<br>5. Floor<br>6. Postal Address<br>7. Name and email of contact person. |
| 6 | Current Trade License Registration Number and Expiring date | |
| 7 | Name, country and full address (*postal and physical addresses, email, and telephone number*) of Registering Body/Agency | |
| 8 | Description of Nature of Business | |

| | | |
|---|---|---|
| 9 | Maximum value of business which the Tenderer handles. | |
| 10 | State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) of state which stock exchange | |

**General and Specific Details**

**ii) Sole Proprietor,** provide the following details.

Name in full____________________________Age_______________________________
Nationality_____________________________Country of Origin___________________ Citizenship _______________________________________________________________________

**iii) Partnership,** provide the following details.

| | Names of Partners | Nationality | Citizenship | % Shares owned |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

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

i) Private or public Company __________________________________________________

ii) State the nominal and issued capital of the Company

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

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

iii) Give details of Directors as follows.

| | Names of Director | Nationality | Citizenship | % Shares owned |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

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

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

If yes, provide details as follows.

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

### ii) Conflict of interest disclosure

| | Type of Conflict | Disclosure YES OR NO | If YES provide details of the relationship with Tenderer |
|---|---|---|---|
| 1 | Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer. | | |
| 2 | Tenderer receives or has received any direct or indirect subsidy from another tenderer. | | |
| 3 | Tenderer has the same legal representative as another tenderer | | |
| 4 | Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process. | | |
| 5 | Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender. | | |
| 6 | Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document. | | |
| 7 | Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract. | | |
| 8 | Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of such Contract. | | |
| 9 | Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract? | | |

**Certification**

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

Full Name__________________________________ Title or Designation __________________________________________

______________________________ ______________________________

*(Signature)* *(Date)*

---

## B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

1. I have read and I understand the contents of this Certificate;

2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;

4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
   a) has been requested to submit a Tender in response to this request for tenders;
   b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

5. The Tenderer discloses that [check one of the following, as applicable]:
   a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
   b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6. In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   a) prices;
   b) methods, factors or formulas used to calculate prices;
   c) the intention or decision to submit, or not to submit, a tender; or
   d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring

authority or as specifically disclosed pursuant to paragraph (5) (b) above;

8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name________________________________________________________________________

Title________________________________________________________________________

Date________________________________________________________________________

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

## 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

**FORM SD2**
**SELF DECLARATION THAT THE 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 toany member of the Board, Management, Staff and/or employees and/or agents of……………………... *(name of the procuring entity)*

4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

………………………………… ……………………………
……………………… (Title)
(Signature) (Date)

Bidder's Official Stamp

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

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

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

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

Sign.......................................................................................................................................

Position...................................................................................................................................

Office address......................................................................... Telephone.......................................
E-mail.....................................................................................................................................
Name of the Firm/Company.............................................................................................................
Date.....................................................................................................

(Company Seal/Rubber Stamp where applicable) Witness

Name..................................................................................................

Sign..........................................................................................................

Date..........................................................................................................

## D. APPENDIX 1-FRAUD AND CORRUPTION

*(Appendix 1 shall not be modified)*

### 1. Purpose

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

### 2. Requirements

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

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

1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or 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 director 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.

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

a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

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[1] of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Pursuant to the Kenya's above stated Acts and Regulations, may 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[2] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

---

[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 into 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-in-after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the execution of_______________________ under Request for Tenders No. ("the ITT").

2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_(__) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either

the Applicant:

(a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or

b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

__________________________

*[signature(s)]*

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

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

**TENDER GUARANTEE No.: _________**

1. Whereas ………… [*Name of the tenderer]* (hereinafter called "the tenderer") has submitted its tender dated ……… [*Date of submission of tender]* for the …………… *[Name and/or description of the tender]* (hereinafter called "the Tender") for the execution of_under Request for Tenders No.__________("the ITT").

2. KNOW ALL PEOPLE by these presents that WE ………………… of ……….. [**Name of Insurance Company**] having our registered office at …………… (hereinafter called "the Guarantor"), are bound unto …………….. [*Name of Procuring Entity*] (hereinafter called "the Procuring Entity") in the sum of ………………… (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

   Sealed with the Common Seal of the said Guarantor this ___day of ______ 20 __.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:

a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or

b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii)twenty-eight days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

| | |
|---|---|
| ___________________________ | ________________________________ |
| *[Date ]* | *[Signature of the Guarantor]* |
| ___________________________ | ________________________________ |
| *[Witness]* | *[Seal]* |

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

## FORM OF TENDER-SECURING DECLARATION

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

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

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

To:............................................... *[Insert complete name of*

*Purchaser]* I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of 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]*

| ***Name of currency*** | ***Amounts payable*** |
|---|---|
| Local currency: ______________________ | |
| Foreign currency #1: __________________ | |
| Foreign currency #2: __________________ | |
| Foreign currency #3: __________________ | |
| Provisional sums expressed in local currency | [To be entered by the Procuring Entity] |

**5. TECHNICAL PROPOSAL**

The tender shall complete these sections as a Technical proposal to indicate how he/she intends to proceed with the works. The Procuring entity will review these Proposals and determine the extent to which they meet the required standards to complete the works.

**5.1 Site Organization**

*[Insert Site Organization information]*

**5.2 Method Statement**

*[Insert Method Statement]*

**5.3 Mobilization Schedule**

*[Insert Mobilization Schedule]*

**5.4 Construction Schedule**

*[Insert Construction Schedule]*

# PART 2 - WORKS' REQUIREMENTS

## SECTION V - BILLS OF

## QUANTITIES

### SCOPE OF WORKS

The following works are to be implemented

1. Laying of 7.76kms OD 110 mm, PN10 HDPE distribution lines, complete with all necessary fittings and appurtenances.
2. Laying of approximately 3.3 Kms last mile connectivity line of HDPE OD 75mm PN10 complete with all necessary fittings and appurtenances.
3. Laying of approximately 360 meters last mile connectivity line of HDPE OD 40 PN12.5.

### PREAMBLE TO THE BILLS OF QUANTITIES GENERAL DIRECTIONS

1. The Conditions of Contract together with the Specification and the Drawings shall be read in conjunction with the Bill of Quantities and in so far as they have any bearing shall be referred to for details of the description, quality, test and strength of material used and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out this Contract. The cost of complying with all conditions, obligations and liabilities described in the Conditions of Contract and Specification and in the Bill of Quantities, including all overhead charges shall be deemed to be spread over and included in the prices or sums stated by the Contractor in the Bill of Quantities.

2. Each item shall be priced and extended to the "Amount" column by the Contractor with the exception of the items for which a rate only is required or which already have Provisional Sums affixed thereto. If the Contractor omits to price any items in the bill of quantities, then the cost of the work of such items shall be held to be spread over and included in the prices given in the other items of work. The Day work Schedule shall also be completed.

   The Bill of Quantities has been divided into sections, where possible. Notwithstanding such division of the Works for convenience of pricing and re-measurement thereof, nothing contained therein shall in any way relieve nor be deemed to relieve the Contractor of his responsibility set forth elsewhere in the contract.

3. The quantities of work and material set forth in the Bill of Quantities are in estimate only and are not to be considered as limiting nor as extending the amount of work to be done and material to be supplied by the Contractor. The Works as completed in accordance with the Contract shall be measured and paid for as described in this Bill of Quantities and in accordance with the Conditions of Contract and Specification.

4. The method of measurement of completed work for payment shall be in accordance to the ‘Civil Project Manager or his representative Standard Method of Measurement” (CESMM4, Fourth Edition) published by the Institution of Civil Project Manager or his representatives, London, 30th May 2019.

5. Any condition contained in this Preamble shall be deemed to prevail in the event of contradiction with a condition contained in the above “CESMM4”

6. Progress payments in the Interim Certificate referred to in Clause 60 of the Conditions of Contract in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments, such instalments not exceeding in aggregate the total of each sum item. Such interim progress instalments shall be assessed by the Project Manager or his representative based on the extent that the work to be done or liabilities or charges to be incurred by the Contractor under the description of each item bears to the extent of such work, liabilities or charges actually carried out under each sum item from time to time.

Such progress payments in respect of sum items shall be subject to the terms of retention referred to in Clause 60 of the Conditions of Contract.

**7.** The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the

Bill of Quantities are as follows: -

| | | |
|---|---|---|
| km | = | Kilometre |
| m | = | Metre |
| mm | = | Millimetre |
| $m^2$ | = | Square Metre |
| $m^3$ | = | Cubic Metre |

| | | |
|---|---|---|
| $mm^2$ | = | Square Millimetre |
| nr. | = | Number |
| kg | = | Kilogram |
| Mg | = | Megagram (metric tonne) |
| litre | = | Litre |
| ml | = | Millilitre (cubic centimetres) |

All rates and sums of money quoted in the Bill of Quantities shall be in Kenya Shillings and Cents.

The Contractor is referred to the Additional General Instructions Clause 1 to 17 inclusive hereafter regarding measurement and pricing of the various items in the Bill of Quantities, and these instructions shall be read in conjunction with the Specification, Conditions of Contract and Drawings as stated in 1 above.

8. The following abbreviations are used in the description of items in the Bills of Quantities: -

| | | |
|---|---|---|
| n.e. | = | Not exceeding |
| r.c. | = | Reinforced concrete |
| p.c. | = | Precast Concrete |
| HDPE | = | High Density Polyethylene Pipes |

**PARTICULAR INSTRUCTIONS FOR MEASUREMENTS AND PRICING OF ITEMS IN THE BILL OF QUANTITIES**

- **1. Dealing with Water**

No measurement will be taken for the construction, maintenance and removal of temporary diversion works or other works including pumping required for dealing with water during the execution of the Works except where specifically required and items appear in the Bill of

Quantities.

**2. Site Clearance and Demolition**

The units of measurement shall be:

| | | |
|---|---|---|
| (i) | General Site Clearance | square metres |
| (ii) | General Site clearance for pipelines | metre |
| (iii) | Removal of trees and stumps | number |
| (iv) | Demolition of building and structures | sum |
| (v) | Demolition of pipelines | metre |

Girths of trees shall be measured 600 mm above ground level.

There will be no measurement of the stumps of trees which are themselves to be removed.

General Site clearance shall include the removal of trees with a girth less than 500 mm and stumps of diameter less than 150mm.

**3.Excavation and Earthworks**

(a) The units of measurements shall be:

| | | |
|---|---|---|
| (i) | Bulk excavation and filling | cubic metre |
| (ii) | Excavation, filling and compaction for pipelines | metre |
| (iii) | Excavation in rock, extra over (i) and (ii) above | cubic metre |
| (iv) | Preparation of surface, trimming of slopes, pitching, soiling and grassing | square metres |

**(b) Method of Measurement**

3.1 Earthworks measured by the cubic metre. The measured volume shall be the net-in-situ volume obtained from the difference between the lines, levels and profiles of the ground or rock surface agreed with the Project Manager or his representative before excavation is commenced and the lines, levels and profiles as shown on the Drawings, or as may be ordered by the Project Manager or his representative as necessary for the Works. Where the Drawings do not indicate the profiles of the excavation, the measured volume shall be the volume of the voids that would be formed if the completed structure, for which the excavation is performed, were to be lifted vertically out of the ground.

3.2 Pipelines measured by the cubic metre.

Where excavation for pipe runs is measured in the Bill of Quantities by the cubic metre then the measurement shall be taken as the vertical depth from the commencing surface down to formation level and the width of the excavation as 400 mm wider than the nominal internal diameter of the pipe or as directed by the Project Manager or his representative.

3.3 Pipelines measured by the metre

Depths used for classification in the Bill of Quantities shall be measured from the commencing surface to the inverts of the pipes.

3.4 No measurement will be taken for material excavated beyond the limits and levels specified above.

**(b) Item Coverage**

No separate payment will be made beyond the rates for excavation for:-

(i) All necessary Temporary Works including dealing with water in the excavation;
(ii) Any over breakage and any additional working space required and refilling of same;
(iii) Making good all slips or falls of materials;
(iv) Trimming of excavation to correct lines levels and profiles;
(v) Preparation of foundations as specified except where specifically provided for in separate Bill items;
(vi) Reinstatement of ground along pipelines to its former nature except where specifically provided for in separate Bill items
(vii) Location, uplifting, transportation, handling and sorting of approved selected material from the excavations for use in the backfilling of trench and other excavations;
(viii) Backfilling and disposal of materials and removal of surplus to spoil dump all as specified.

**(c) Filling:**

Normal material from store forming embankments around structures shall be measured by the cubic metre as the net compacted volume of filling comprised within the sections shown on the Drawings to the approval of the Project Manager or his representative. No extra payment will be made for additional material placed to allow for the effect of settlement.

**4. Concrete and Reinforced Concrete**

(a) The units of measurement shall be:

(i) In-situ concrete other than blinding and granolithic concrete cubic metre
(ii) Blinding concrete and granolithic concrete with the thickness stated square metre

(b) Method of measurement:

All cast-in-situ concrete will be the quantity calculated from the dimensions shown on the Drawings or as approved by the Project Manager or his representative. No deductions in the measurement will be made for:

(i) Mortar beds;
(ii) chamfers, ducts, chases, fillets, splays, drips, rebates, recesses, grooves and the like, not exceeding 0.005 square metres in cross sectional area;
(iii) Bolt holes, pockets, sockets, mortices and the like formed in the concrete not exceeding 0.1 cubic metres in volume.
(iv) Cast in components each less than 0.1 cubic metres in volume;
(v) Reinforcement and other metal sections.

(c) Item coverage:

No separate payment will be made beyond the rates for concrete for: -

(i) Trial mixes (for Specification Classes of concrete only);
(ii) Supply of cement, water and processed aggregates;
(iii) Supply and placing of mortar beds or rendering as specified;
(iv) Mixing, transporting, placing, compacting, surface tamping to provide Ul finish, protecting and curing the concrete;
(v) hacking, cleaning and roughening by wet sand blasting, scrabbling or other means concrete surfaces on or against which further concrete is to be placed;
(vi) Rubbing down faces;
(vii) Shuttering and waterstops to construction joints, not expressly required by the Project Manager or his representative, Keys and the like.

(viii) Providing samples and testing of materials and concrete;
(ix) Provision and use of admixtures;
(x) Placing and compacting concrete around steel reinforcement and other cast in components;
(xi) Placing and compacting concrete at varying heights;
(xii) Creating falls, cambers and shaped profiles;
(xiii) Formwork to edge of concrete in blinding layers;
(xiv) All additional concrete to fill overbreak and/or working space;
(xv) Where concretes of different cement contents are required to be placed simultaneously in the same life of concrete;
(xvi) Placing and compacting concrete to inclined or battered faces including any necessary upper surfaces formwork inclined at an angle of less than 15° to he horizontal.

**5. Precast Concrete**

(a) The units of measurement shall be:

| | | |
|---|---|---|
| (i) | Beams, slabs, segmental units: | number |
| (ii) | Copings, sills and the like of uniform cross-section: | metre |

(b) The term "precast concrete" applies to any concrete unit or member cast on site but not in its final position and to concrete units or members manufactured off site.

(c) Item coverage:

No separate payment will be made beyond the rates for precast concrete for:

(i) trial mixes;
(ii) reinforcement, cement and processed aggregates;
(iii) formwork, surface finishing, lifting devices and bearing plates;
(iv) forming sockets, holes, grooves, rebates recesses and ducts; and except where otherwise indicated,
(v) handling, laying and fixing the units in position;
(vi) aligning members and units, adjusting levels and soffit profiles, and temporary fixing to prevent displacement;
(vii) Cutting and trimming copings, sills and the like to size.

**6. Steel Reinforcement**

(a) The Units of measurement shall be:

| | | |
|---|---|---|
| (i) | Steel rod reinforcement | kilogramme (kg) |
| (ii) | Steel fabric reinforcement | square metres |
| (iii) | Steel dowels of stated diameter and length | number |

(b) Method of measurement:

The weight of steel rod reinforcement shall be calculated on the basis that steel weighs 7,850 kgs per cubic metre. The steel rod reinforcement shall be measured as the net theoretical calculated weight of the steel actually used in the work (including laps as specified) in accordance with the bending schedules prepared by the Project Manager or his representative with no allowance being made in the measurement thereof for rolling margin or otherwise. Tying wire shall not be measured.

Fabric reinforcement shall be measured as the area of work covered, the weight per square metre being stated.

(c) Item coverage:

No separate payment will be made beyond the rates for steel reinforcement for:

(i) Supplying, cutting to length, cleaning, bending, hooking, waste incurred by cutting, handling;
(ii) Placing and fixing in the required position, including binding wire or other approved material;
(iii) Placing supports and spacers;
(iv) Extra fabric reinforcement in laps;
(v) In the case of dowels - drilling holes or forming pockets in the structure and casting dowels into their final position.

**6. Formwork**

(a) The units of measurement shall be:

| | | |
|---|---|---|
| (i) | General formwork | square metre |
| (ii) | Formwork less than 300mm wide | metre |
| (iii) | Boxouts, pockets, etc. of stated size | number |
| (iv) | Rebates, chases, etc. of staged size | metre |

(b) Method of measurement

Subject to the limitations stated below general formwork will be measured as the superficial area of formwork actually in contact with the finished face of the concrete but no deduction shall be made for openings in formwork of 0.4 square metres or less.

Formwork shall not be measured:

(i) for forming construction joints (whether shown or not on the Drawings), skewbacks, stunt ends, steppings, bonding chases, keys and the like;
(ii) for forming boxouts, pockets, etc., of stated size that are measured by number;
(iii) for forming rebates, chases, etc., of stated size that are measured by the metre;
(iv) to edge of concrete in blinding layers;
(v) to upper surfaces of concrete inclined at angle of less than 15□C to the horizontal.

(c) Classification of formwork;

Plane formwork shall be classified according to its angle of inclination as follows:-

| Class | Angle of inclination to the vertical |
|---|---|
| Horizontal | 5□- 90□ |
| Sloping | 10□- 85□ |
| Battered | 0□- 10□ |
| Vertical | 0□ |

(d) Item coverage:

No separate payment will be made beyond the rates for formwork for:

(i) falsework, centering, fabricating, assembling, cutting, fitting and fixing in position and taking all measurement necessary to produce the required profiles;
(ii) forming cambers or falls;
(iii) linings and taking all measures necessary to produce the required finish to the surfaces of the concrete;
(iv) cutting and fitting around projecting members, pipes reinforcement and the like;
(v) forming fillets, chamfers, splays, drips, rebates, recesses, grooves and the like not exceeding 0.0025 square metre in cross-sectional area, unless itemised in the Bill of Quantities.
(vi) Maintaining in place until it is struck and allowing for any variation from the minimum period for striking arising from prevailing weather conditions.
(vii) striking, taking down and removing;
(viii) Any additional concrete provided in lieu of formwork to fill overbreak or working space.

**7. Building in Plant, Equipment and Pipework**

Items appear in the Bill of Quantities for building-in plant equipment and pipework. The rates in the Bill of Quantities shall include for all materials, formwork, etc. required for such building-in. No additional payment will be made should the Contractor choose to form boxouts, pockets, etc., and grout in at a later date.

**8. Unshuttered Surfaces**

The unit of measurement shall be square metre

Unshuttered surfaces are described in the Specification. Items are provided where appropriate for surface finish type U2, U3 and U4 and the rates entered under these items shall include for all material, plant and labour required to finish the unshuttered concrete as specified.

No measurement shall be made for the normal screeded finish type Ul.

**9. Breaking out Reinforced Concrete and Blockwork**

(a) The units of measurement shall be:

(i) Breaking out, section thickness stated or shown on the Drawings -cubic metres
(ii) Making good perimeter of permanent openings, section thickness stated or shown on the Drawings square metre
(iii) Building in pipe work, etc of stated size number

(b) Method of measurement:

(i) Breaking out. The section thicknesses stated or shown on the Drawings are nominal thicknesses only. For measurement the thicknesses of the sections shall be as measured on Site.
(ii) Making good. For measurement purposes the perimeter shall be that existing after any making good of permanent openings. The perimeters and section thicknesses shall be as measured on site. The rates in the Bill of Quantities shall include for all materials, formwork, etc. and for filling of overbreak.

(c) Item coverage:

No separate payment will be made beyond the rates for breaking out for:

- (i) All equipment necessary;
- (ii) Any temporary supports, staging and the like;
- (iii) Any overbreak;
- (iv) Material for building in pipes and supporting the pipe;
- (v) Formwork;
- (vi) Removal of broken out materials off site;
- (vii) Cutting through reinforcement.

**10. Pipes and Pipe work**

(a) The units of measurement shall be:

| | | |
|---|---|---|
| (i) | Pipelines : | metre |
| (ii) | Pipework, fittings and valves : | number |

(b) Method of measurement:

- (i) Lengths of pipelines shall be measured net as laid along their centre lines.
- (ii) Short lengths of pipes, the dimensions of which are detailed in the Bill of Quantities, shall be measured by number.
- (iii) Lengths of drainage pipes built into manholes and other chambers shall be measured from the inside faces of chambers.

(c) Item coverage:

No separate payment will be made beyond the rates for pipes and pipework for:-

- (i) Cost of supplying all pipes, jointing materials and short lengths to suit fittings;
- (ii) All necessary cutting and waste;
- (iii) All plant, labour and materials required for handling, distribution, laying and jointing in position;
- (iv) Testing of the pipe system.

**11. Pipework Ancillaries**

(a) The units of measurement shall be:

| | | |
|---|---|---|
| (i) | Beds, haunches and surrounds: | metre |
| (ii) | Concrete stools and thrust and anchor blocks: | cubic metre |

(b) Method of measurement:

- (i) Separate measurement shall not be made for beds to be haunched or surrounded pipes where the same material is used for beds and haunches or beds and surrounds respectively.

(c) Item coverage:

No separate payment will be made beyond the rates for thrust blocks, surrounds and the like for:

- (i) Excavation including working space;

(ii) Formwork type F1 finish;
(iii) Providing unshattered surfaces to type U1.

**12. Structural and Miscellaneous Metal Work**

(a) The units of measurement shall be:

(i) Structural and miscellaneous metal work including stairways, landings, walkways and platforms. Megagramme (Metric tonne)
(ii) Ladders, handrails and the like metre
(iii) Flooring, duct covers and the like square metre
(iv) Tanks number

(b) Method of measurement:

The weight of mild steel to B.S 4360 grades 43A1 and 43A shall be taken for measurement as 7,850 kg/cu. m.

The measurement of metal work in (a) (i), including bolts, washers, and all other fixing shall be the net theoretical calculated weights of metalwork used in the work in accordance with the Drawings or as ordered by the Project Manager or his representative. No allowance shall be made in the measurement thereof for rolling margin and other permissible deviations from standard weights.

(c) Item coverage:

No separate payment will be made beyond the rates for metal work for:

(i) Cost of supplying materials;
(ii) Moulding, fabricating, welding, drilling, machining, screwing, galvanizing or painting as may be specified.
(iii) Handling, transporting, hoisting, fitting and fixing in position complete;
(iv) supply of all fixings;
(v) Painting after erection as specified;

**13. Brickwork, Blockwork and Masonry**

(a) The units of measurements shall be:

(i) Brickwork, blockwork and masonry not exceeding 1 metre in thickness square metres.
(ii) Brickwork, blockwork and masonry exceeding 1 metre in thickness cubic metres.
(iii) Damp proof courses, wall thickness stated metre

(b) Method of measurement:

(i) Volumes and areas measured for brickwork, blockwork and masonry shall include the volumes and areas of joints.
(ii) No deduction or addition to the volumes and areas measured shall be made for rebates, projecting courses or other surface features each less than 0.05 square metre in cross sectional area.
(iii) No deduction from the Volumes and areas measured shall be made for holes and openings in walls or surfaces each less than 0.25 square metre in cross-sectional

area.

(iv) Areas shall be measured at the center lines of brickwork, blockwork and masonry.

(c) Item coverage:

No separate payment will be made beyond the rates for the rates for brickwork, blockwork and masonry for:

(i) Jointing, pointing and fair-faced work, in any type of bond including all rough and fair cutting;
(ii) Plinths, corbels, bull noses, chases, rebates, quoins, brick copings string courses and the like;
(iii) Centering and all temporary supports;
(iv) Bonding into existing work;
(v) Protection of work;
(vi) Building in pipes, holdfasts, bolts and the like and forming openings less than 0.25 square metre in cross section;
(vii) Ties and reinforcement.

## 14. Roofing

(a) The units of measurement shall be:

(i) Galvanized corrugated sheet iron or proprietary sheet metal roofing SM
(ii) Translucent panels, extra over (i) above square metre

(b) Method of measurement:

(i) Roofing shall be measured net as the overall area of finished roofing.

(c) Item coverage:

No separate payment will be made beyond the rates for roofing for:
(i) Cutting to length, waste and laps;
(ii) Fixings, flashing, ridges and closure pieces.

## 15. Doors and Windows

(a) The unit of measurement shall be number.

(b) The rate in the Bill of Quantities shall include for the supply and building-in of all frames, glazing and all iron mongery as specified.

## 16. Refurbishment of Valves

Valves shall be refurbished as follows: -

(a) Cut off water by closing up stream valve.
(b) Remove bolts attaching bonnet (top half) to body (bottom half).
(c) Withdraw bonnet including stem (spindle) and wedge (gate), leaving body only in pipeline.
(d) Place steel blanking plate and gasket and bolt in position.
(e) Turn on water.

The time for the above shall be kept to an absolute minimum by loosening bolts etc. early and shall not exceed one hour.

Valve interiors shall be fully stripped inspected and cleaned (wire brushed) in a workshop and reassembled, greased with new gland packing and new external bolts and gaskets. Any worn out parts e.g. spindles shall be replaced as instructed.

When valves have been refurbished, the water shall be turned off, the blanking plate removed, the interior of the body cleaned by wire brushing and the valve reassembled. The time for the above shall be kept to an absolute minimum and shall not exceed one hour.

The rate in the BoQ for refurbishment shall include for all labour, plant and tools to turn off and on the water supply for the removal, stripping, inspection, cleaning and reassembly of the valve both on site and in the workshop, for the supply of the temporary blanking plate, gasket and bolts, and for the supply of new gland packing, new gaskets and bolts and all oils and greases.

The Contractor shall be paid extra for the material costs only of any additional parts he is instructed to renew
e.g. spindles and wedges.

**17. Measurement and Payment for Gabions**

(a) Chain Link Fencing, Weld mesh etc.:

The unit of measurement for chain link fencing weld mesh etc for the manufacture of gabions will be per square metre, calculated from the area required to construct the boxes as shown on the drawings or directed by the Project Manager or his representative without allowing for waste.

The rate shall include for supplying, transporting to any point on the site, cutting, waste, bending, welding or binding, placing in position and binding, and all labour, tools plant, supervision, overheads and profit.

(b) Rock Fill to Gabions:

The unit measurement shall be per cubic metre of rock fill calculated from the volume of the boxes shown on the drawing or directed by the Project Manager or his representative. The rate shall include for providing and selecting rock or boulders, transporting to any point on site, hand packing inside boxes trimming and compaction of surface to receive boxes, and all labour, plant, supervision, over-heads and profit.

(c) Any excavation and backfilling required to place gabions in cut will be paid for as "Excavation for Structure". No additional payment will be made for filling behind gabions placed in front of embankments or *fills* and any additional work shall be included in the rate for earthworks.

**(See attached Bill of Quantities in Excel format)**

## SECTION VI
## TECHNICAL SPECIFICATIONS

# 1. SCOPE OF WORKS

## GENERAL DESCRIPTION AND OBJECTIVES

The Works comprise the construction, testing, commissioning and handover of the Kanana Water Pan and its associated surface-water harvesting, storage, conveyance, abstraction and ancillary infrastructure at Lakathi Location, Athiru Gaiti Ward, Igembe South Sub-County, Meru County, for the Tana Water Works Development Agency (TWWDA).

The facility is intended to harvest surface run-off into a lined storage pan and convey water by pumped rising main to a storage tank, from which water is distributed by gravity to serve domestic, institutional, livestock and irrigation demand within the project area.

The objectives of the Works are to: increase seasonal surface water capture and storage reliability; provide safe and reliable water supply to the beneficiary community, market centre, schools and livestock keepers; reduce vulnerability to drought; and ensure long-term operational sustainability of the constructed facilities.

The Contractor shall execute the Works strictly in accordance with these Specifications, the approved Drawings (Drawing Nos. TWWDA/KWP/LM/01, TWWDA/KWP/WRM/01–02, TWWDA/KWP/WP/01–06, TWWDA/KWP/BPT/01–03, TWWDA/KWP/CWT/01–02, TWWDA/KWP/STD/01–08), the Bills of Quantities and the Conditions of Contract. The Contractor shall be fully responsible for the adequacy, stability, hydraulic performance, durability and safety of the Works.

## SUMMARY OF FACILITIES AND DESIGN PARAMETERS

The Works comprise the following principal components, summarized in Table A1 below. Dimensions and levels shown are indicative of the design intent; the Drawings shall govern in the event of any discrepancy.

| Component | Key Parameter | Design Value |
|---|---|---|
| Water Pan | Plan dimensions (top) | 268.5 m x 145 m (overall, incl. embankment) |
| | Plan dimensions (bottom) | 237.0 m x 111.5 m approx. |
| | Depth | 4.0 m (operating); 3.0 m excavated below OGL |
| | Side slopes | 1V:2.5H (basin); 1V:4H (excavated batter) |
| | Embankment | 3.0 m excavated + 3.15 m above OGL = 6.15 m total |
| Silt Trap | Plan dimensions | 25 m x 15 m |
| | Depth | 2.0 m |
| Spillway | Sill width | 6.0 m |

| Component | Key Parameter | Design Value |
|---|---|---|
| | Nominal overflow capacity | 3.0 m³/s |
| Inlet / Intake Structure | Type | Perforated 200 mm HDPE offtake with angle-iron and expanded-metal screen |
| Lining System | Material | 1.5 mm UV-stabilized HDPE geomembrane |
| Draw-off / Rising Main | Pipe | DN200 HDPE PE100 PN16 (draw-off); DN110 HDPE rising main, PN10/PN12.5 |
| | Rising main length | approx. 1,614 m (Ch. 0+000 to 1+614.03) |
| | Design flow | 0.0072 m³/s |
| Break Pressure Tank | Capacity | 5 m³ (circular, masonry/block construction) |
| Storage Tank | Type | Cylindrical R.C., 225 m³ capacity |
| | Diameter / Wall height | D = 17.5 m (per Drg. CWT/01-02); wall height per section |
| Cattle Trough | Type | Masonry block construction with stone-pitched apron and ditch |
| Fencing | Type | Chain-link with precast concrete posts / barbed wire on wattle posts |
| Gates | Sizes | 1 m, 2 m, 3 m, 4 m and 6 m wide steel-framed gates |

## EARTHWORKS AND COMPACTION

Earthworks shall include site clearance, stripping of topsoil, bulk excavation of the water pan basin and embankment foundation, excavation for the silt trap, spillway, intake/silt-trap structures, pipe trenches and ancillary structures, formation and compaction of the embankment, and reinstatement and grassing of disturbed areas.

Embankments and prepared formations shall be compacted in layers not exceeding 150-200 mm to achieve a minimum of 95% Maximum Dry Density (MDD), with moisture content controlled within ±2% of Optimum Moisture Content (OMC). Field density testing shall be undertaken at the frequencies set out in Part D and as directed by the Engineer.

## INLET CHANNEL, SILT TRAP AND SPILLWAY

The pan shall be provided with a gravity inlet channel and intake structure leading to an upstream silt trap (25 m x 15 m x 2.0 m deep), and a permanent earth-channel spillway with a 6.0 m wide concrete sill and downstream rip-rap protected outfall channel, all constructed in accordance with the drawings

The inlet channel shall generally be a trapezoidal unlined earth channel with stone-pitching at the intake, transitions and bends. The silt trap shall be sized to intercept sediment ahead of the main pan and shall be accessible for periodic mechanical desilting. The spillway shall be constructed to safely pass the design overflow (nominal 3.0 $m^3/s$) without overtopping the embankment, with adequate freeboard, rip-rap protection and a stable, vegetated or stone-pitched outfall channel.

**WATER ABSTRACTION, STORAGE, CONVEYANCE AND LIVESTOCK FACILITIES**

Water shall be drawn off from the pan through a perforated DN200 HDPE intake pipe housed within a reinforced screened intake structure (Drawing No. TWWDA/KWP/WP/03), and conveyed by a DN110 HDPE PE100 rising main (approx. 1,614 m long, Drawing Nos. TWWDA/KWP/WRM/01-02) to a 5 $m^3$ break pressure tank (Drawing Nos. TWWDA/KWP/BPT/01-03) and onward to a 225 $m^3$ reinforced concrete storage tank (Drawing Nos. TWWDA/KWP/CWT/01-02) at Lakathi Market, from which the supply system distributes water by gravity.

Air valves, washout/scour valves and their chambers shall be provided at the high and low points of the rising main as shown on the longitudinal section drawings. A reinforced concrete-block cattle trough with stone-pitched apron and overflow ditch shall be constructed adjacent to the water pan (Drawing No. TWWDA/KWP/WP/06) to control livestock access and prevent contamination of the stored water.

**FENCING, ENVIRONMENTAL AND SAFETY MEASURES**

The water pan, break pressure tank and storage tank sites shall be secured with perimeter fencing (chain-link on precast concrete posts, or barbed wire on wattle posts as detailed on Drawing Nos. TWWDA/KWP/STD/06), vehicle and pedestrian gates (Drawing Nos. TWWDA/KWP/STD/07-08), and a project sign board (Drawing No. TWWDA/KWP/STD/01). Environmental protection measures shall include erosion control, re-vegetation of disturbed surfaces and controlled disposal of spoil, all complying with NEMA requirements and the project Environmental and Social Management Plan (ESMP). All Works shall be executed with due regard to the safety of workers, the surrounding community and livestock.

## GENERAL

These Specifications form part of the Tender and Contract Documents for the Construction of Kanana Water Project and shall be read together with the General Conditions of Contract, the Drawings, and the Bills of Quantities. In the event of any ambiguity or discrepancy between documents, the order of precedence shall be as stated in the Conditions of Contract.

Words importing the singular include the plural and vice versa. The 'Engineer' means the Chief Manager, Technical Services, Tana Water Works Development Agency, or his/her duly appointed representative.

## SCOPE AND APPLICATION

This Specification applies to all civil, structural, mechanical and ancillary works necessary for the complete construction of the Kanana Water Pan, embankment, spillway, intake and silt trap, lining system, rising main, break pressure tank, storage tank, cattle trough, valve chambers, fencing, gates and sign board, as shown on the Drawings and described in Part A, together with all temporary works, testing and commissioning necessary to deliver a complete, functional facility.

Where a particular item of work is not explicitly covered by a clause of this Specification, it shall be carried out in accordance with the relevant Kenyan Standard, or in its absence, the relevant British Standard or equivalent international standard, and to the satisfaction of the Engineer.

## APPLICABLE STANDARDS AND REFERENCES

Except where varied by this Specification, the Works shall comply with the following, including all current amendments:

- Kenya Standard KS 06-149: Part 2 — uPVC Pressure Pipes
- BS EN 12201 / ISO 4427 — Polyethylene (PE) Pipes and Fittings for Water Supply
- BS 4772 — Ductile Iron Pipes and Fittings
- BS 534 — Steel Pipes and Fittings (bitumen lined)
- BS 8007 — Code of Practice for Design of Concrete Structures for Retaining Aqueous Liquids
- BS 8110 / BS EN 1992 — Structural Use of Concrete
- BS 5328 / BS EN 206 — Concrete Production and Specification
- BS 882 — Specification for Aggregates from Natural Sources
- BS 12 / BS EN 197-1 — Cement
- BS 3148 — Water for Concrete
- BS 4449 / BS 4461 — Reinforcing Steel
- BS 4466 — Bending of Reinforcing Bars
- BS 5292 — Jointing Materials and Compounds for Joints in Buildings
- BS 1377 — Methods of Test for Soils for Civil Engineering Purposes
- GRI-GM13 / ASTM D5199 etc. — HDPE Geomembrane Liner Properties and Test Methods
- Practice Manual for Small Dams, Pans and Other Water Conservation Structures in Kenya (2nd Draft) — Ministry of Water, Sanitation and Irrigation
- Kenya Building Code
- Occupational Safety and Health Act, 2007 (Kenya)
- Environmental Management and Co-ordination Act (EMCA) and applicable NEMA regulations

## CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES

The Contractor shall:

- Provide all labour, materials, plant, equipment, transport and supervision necessary for the complete and proper execution of the Works.
- Verify all dimensions, levels and setting-out data shown on the Drawings against actual site conditions before commencing any permanent works, and report any discrepancies to the Engineer.
- Employ suitably qualified and experienced supervisory staff, including a registered/competent resident engineer or foreman as appropriate to the scale of Works.
- Prepare and submit a detailed construction programme, method statements and risk assessments for review prior to commencement of each major activity, including embankment construction, lining installation, concrete works and pipe-laying.
- Obtain and maintain all permits, licences and approvals (including NEMA, county and water sector regulatory approvals) necessary for execution of the Works, save those expressly stated to be obtained by the Employer.
- Be responsible for the safe storage, handling and protection of all materials, particularly the HDPE geomembrane liner and HDPE/uPVC pipe materials, against UV degradation, mechanical damage and theft.
- Carry out all Works in a manner that minimises disruption to the surrounding community, existing access roads and any third-party infrastructure.

**SITE ESTABLISHMENT AND MOBILIZATION**

The Contractor shall mobilize to site within the period stated in the Contract Data and shall establish a site office, stores, workshop and welfare facilities as necessary for the proper execution and supervision of the Works. The Contractor's site establishment shall include adequate facilities for safe storage of cement, geomembrane rolls, pipes and fittings, protected from sun, rain and mechanical damage.

The Contractor shall set out the Works from the survey control points and benchmarks provided or referenced on the Drawings (coordinate grid referenced to the Drawing Book, Sheets 1–4) and shall be responsible for the accuracy of all setting out, subject to verification by the Engineer.

**TEMPORARY WORKS**

The Contractor shall design, construct, maintain and remove all temporary works (including but not limited to cofferdams, diversion channels, temporary access tracks, working platforms, shoring and dewatering systems) necessary for the safe and proper execution of the Works. Temporary works shall not compromise the stability, integrity or future operation of the permanent works.

Any temporary diversion of surface flows during construction of the inlet, silt trap, embankment or spillway shall be designed to safely pass the expected runoff for the construction season, with due allowance for flash flooding typical of the project area.

**ACCESS AND HAUL ROADS**

The Contractor shall provide, maintain and subsequently reinstate or remove (as directed) all temporary access and haul roads required to construct the Works, including any temporary access required to reach the pan site, storage tank site and break pressure tank site away from the existing road network. Existing roads used by the Contractor shall be maintained in a safe and trafficable condition throughout construction and reinstated to at least their pre-construction condition on completion.

**POWER, WATER AND COMMUNICATION**

The Contractor shall make their own arrangements and bear all costs for temporary power, construction water and communication facilities required for the Works, unless otherwise stated in the Contract Data. Use of any existing water source for construction purposes (including dust suppression, concrete production or compaction) shall be subject to the prior written approval of the Engineer and shall not compromise the yield or quality of water available to the community.

## HEALTH, SAFETY AND ENVIRONMENTAL MANAGEMENT

The Contractor shall comply with the Occupational Safety and Health Act, 2007, and all applicable Kenyan health and safety regulations. A site-specific Health and Safety Plan and Environmental and Social Management Plan (ESMP), consistent with the project ESMP/ESIA, shall be submitted for the Engineer's review prior to commencement of works.

Particular attention shall be given to: excavation safety (especially around the deep pan basin and embankment slopes); safe handling and welding/jointing of HDPE pipe and liner materials; traffic management on the rising main alignment and access roads; protection of livestock and the public from open excavations and water bodies during construction; and management of construction waste, spoil and wastewater.

The Contractor shall fence off and clearly sign all open excavations, the pan basin during construction, and any deep trenches, and shall provide safe crossing points where the rising main trench crosses existing roads or footpaths.

## QUALITY ASSURANCE AND CONTROL

The Contractor shall implement a quality control system covering materials testing, workmanship inspection and record-keeping for all key activities, including but not limited to: soil compaction testing, concrete cube testing, geomembrane seam testing, pipe pressure testing and valve/fitting inspection. All testing shall be carried out by an approved, independent testing laboratory unless otherwise agreed with the Engineer, and all test results shall be submitted to the Engineer within the timeframes specified in the relevant clause.

The Engineer shall be given not less than 24 hours' notice prior to any work being covered up or concealed (e.g., backfilling of trenches, placement of liner cover material, casting of concrete) to allow for inspection.

## TECHNOLOGY TRANSFER, TRAINING AND HANDOVER

Prior to taking-over, the Contractor shall provide operation and maintenance (O&M) training to TWWDA staff and/or the designated community water user association/committee, covering: operation of valves, pumps (where applicable) and the break pressure tank; routine inspection and maintenance of the HDPE liner, embankment, spillway and silt trap; desilting procedures; and basic troubleshooting of the rising main and distribution system.

The Contractor shall furnish O&M manuals, as-built drawings, valve and chamber schedules, and warranty/guarantee certificates for the geomembrane liner, HDPE pipework, valves and pumping equipment (if supplied), as a condition of issuance of the Taking-Over Certificate.

## DEWATERING AND CONSTRUCTION PROCEDURES FOR THE WATER PAN

The pan basin, silt trap, intake structure and spillway shall, where necessary, be kept free of surface water, seepage and rainfall runoff during construction by pumping, temporary diversion drains, sumps or other approved means, at the Contractor's expense, to enable excavation, compaction, concreting and liner installation to proceed in dry, stable conditions.

The Contractor shall programme construction of the pan, embankment, spillway and intake works to minimise exposure to the rainy season as far as practicable, and shall submit a dewatering and flood-protection method statement for the Engineer's approval prior to commencing bulk excavation.

Any water pumped from excavations shall be discharged in a controlled manner that does not cause erosion, siltation of watercourses, or nuisance to adjoining land.

## SURFACE EXCAVATION AND EARTHWORKS

### Clearing and Topsoil Stripping.

The site of the water pan, embankment, spillway, silt trap, storage tank, break pressure tank and pipe routes shall be cleared of vegetation, roots, debris and other unsuitable material. Topsoil shall be stripped to a depth of 200–300 mm as shown on Drawing No. TWWDA/KWP/WP/03 and stockpiled separately in spoil heaps not exceeding 1.0 m in height, for later reuse in final reinstatement and grassing of embankment slopes and disturbed ground.

### Bulk Excavation.

Excavation for the water pan basin shall be carried out to the lines, levels and side slopes shown on the Drawings (basin side slopes 1V:2.5H; excavated batter slopes generally 1V:4H, with embankment excavated 3.0 m below original ground level (OGL)). Excavated material suitable for embankment fill shall be selectively won, segregated from unsuitable material (organic matter, oversized rock, debris), and used in construction of the embankment in accordance with Part D. Surplus and unsuitable material shall be heaped, shaped and graded as 'heaped excavated material' per Drawing No. TWWDA/KWP/WP/03, or removed to an approved spoil disposal site.

### Trial Pits / Geotechnical Verification.

Prior to commencement of bulk excavation, the Contractor shall, if directed by the Engineer, excavate trial pits to confirm the soil profile, groundwater conditions and suitability of in-situ material for use as embankment fill and liner sub-grade, and shall report findings to the Engineer.

### Excavation for Structures.

Excavation for the storage tank, break pressure tank, silt trap, intake/inlet structure, valve chambers and other ancillary structures shall be carried out to the dimensions and levels shown on the relevant Drawings, with due allowance for working space, formwork and blinding concrete. Excavations shall be kept free of standing water and loose material immediately prior to placing blinding concrete or bedding material.

### Bearing Capacity.

A safe ground bearing pressure of 80 kN/m² has been assumed at the founding levels shown on the Drawings (e.g., at 0.75 m below existing ground level for the break pressure tank, per Drawing No. TWWDA/KWP/BPT/02). Where the requisite bearing strata is not encountered at the assumed founding level, the Contractor shall notify the Engineer, excavate the weaker material down to an approved level, and make up the level in Class 10 mass concrete, or as otherwise directed.

**Trench Excavation for Pipework.**

Trenches for the rising main and other buried pipework shall be excavated to even, uniform gradients along the pipe alignment, to the nominal trench widths and minimum cover of 0.8 m specified on the Drawings and Drawing No. TWWDA/KWP/STD/02. Where cover is less than 0.8 m, the pipe shall be surrounded with concrete as detailed. All bends shall be horizontal unless otherwise stated.

**PROTECTION AND SUPPORT OF EXCAVATIONS**

Trench side slopes shall be at the Contractor's discretion, having regard to the stability of the excavated material and the safety of labour working on or near the excavation, in accordance with the typical trench detail on Drawing No. TWWDA/KWP/STD/02. Where ground conditions require it, the Contractor shall provide timbering, shoring or other approved support to prevent collapse.

Quantities for trench excavation and backfill shall be measured on the basis of the nominal trench width as shown on the typical trench detail, irrespective of the actual width excavated by the Contractor for working space or slope stability, unless otherwise agreed with the Engineer and reflected in the Bill of Quantities.

Excavations for the water pan basin shall be protected by temporary barriers, signage and, where necessary, diversion of surface water away from the open excavation, to prevent erosion, collapse of side slopes, or accidents involving site personnel, livestock or members of the public.

## EMBANKMENT CONSTRUCTION

### General.

The water pan embankment shall be constructed around the perimeter of the basin to the dimensions, levels and side slopes shown on Drawing Nos. TWWDA/KWP/WP/02 and WP/03 (total embankment height 6.15 m, comprising 3.0 m excavated below OGL and 3.15 m of fill above OGL, with 1V:4H excavated batter slopes). The embankment shall be designed and constructed to be stable, watertight (in conjunction with the geomembrane liner) and resistant to erosion, seepage and overtopping.

### Foundation Preparation.

The foundation of the embankment shall be stripped of topsoil and all unsuitable material, scarified and compacted prior to placement of the first fill layer. Any soft spots, organic material or unsuitable ground encountered shall be excavated and replaced with approved compacted fill, as directed by the Engineer.

### Fill Material.

Embankment fill shall be won from approved excavated material from the pan basin or, where insufficient suitable material is available on site, from an approved borrow area. Fill material shall be free from organic matter, oversized stones (generally not exceeding 75 mm in any dimension within compacted layers), debris and other deleterious material, and shall have suitable plasticity and grading characteristics for embankment construction, to the satisfaction of the Engineer.

### Placement and Compaction.

Fill shall be placed in horizontal layers not exceeding 200 mm loose thickness (or as otherwise approved following trial compaction), at moisture content within the range required to achieve specified compaction, and compacted using approved mechanical compaction plant to achieve a minimum of 95% of Maximum Dry Density (MDD) determined in accordance with BS 1377 (Standard Proctor or as otherwise specified). Compaction shall extend to the full width and length of each layer, including slopes, and shall be carried out in a manner that avoids segregation.

### Moisture Control and Weather Conditions.

Emplacement of fill shall achieve maximum homogeneity within each layer; lenses, pockets or bands of material markedly different from the surrounding fill shall not be permitted. Where an emplacement surface is too wet, it shall be left to dry to the Engineer's approval before the next layer is placed; where too dry or smooth, it shall be moistened and harrowed. Emplacement shall be suspended in the event of rain, and shall not resume until excess moisture has evaporated from the placed material; where moisture content is found to be excessive, the Engineer may require removal of the affected layer. Each layer shall be finished slightly inclined to prevent ponding of water, and shall be levelled and rolled prior to any suspension of work. The thickness of each compacted layer shall be held to a tolerance of ±15 mm of the specified value. Embankment zones in contact with concrete structures, steep or irregular abutments, or areas not readily accessible to standard compaction plant shall be compacted in layers not exceeding 150 mm using suitable hand-operated or small mechanical compaction equipment, achieving a degree of compaction not lower than that obtained elsewhere in the embankment.

### Testing Frequency.

Field density tests shall be carried out at a minimum frequency of one test per 250 m³ of compacted fill, or one test per layer per 50 m run of embankment, whichever gives the greater frequency of testing, and at any location directed by the Engineer. Compaction not meeting the specified density shall be reworked and retested at the Contractor's expense.

**Slope Trimming and Finishing.**

Embankment and basin slopes shall be trimmed to a uniform, even surface, free of loose material, stones, roots or irregularities likely to damage the geomembrane liner, prior to liner installation. The downstream (outer) embankment face shall be finished, top-soiled (where directed) and grassed to control erosion, in accordance with Drawing No. TWWDA/KWP/WP/02/03 ('grassed upstream/downstream face')

**Settlement and Crest.**

An allowance for post-construction settlement shall be incorporated into the embankment crest level as directed by the Engineer, such that the as-constructed crest level, after settlement, is not less than the design crest level shown on the Drawings.

**INLET CHANNEL, SILT TRAP AND STONE PITCHING**

**Inlet Channel.**

The inlet channel conveying surface runoff to the pan shall be excavated and shaped as an earth channel to the dimensions shown on Drawing Nos. TWWDA/KWP/WP/02 and WP/03, with stone (rip-rap) pitching provided at the immediate intake area, on a sand/gravel bedding layer, to dissipate flow energy and prevent erosion and scour.

**Silt Trap.**

The silt trap, dimensioned 25 m x 15 m with a depth of 2.0 m as shown on Drawing No. TWWDA/KWP/WP/02, shall be excavated with 1V:2H side slopes, finished to a smooth, uniform profile, and shall incorporate the concrete sill and spillway connection detailed on Drawing No. TWWDA/KWP/WP/03. The silt trap shall be designed to allow periodic mechanical or manual desilting without damage to the geomembrane liner or adjoining structures.

**Concrete Sill.**

The concrete sill separating the silt trap from the spillway/inlet to the main pan shall be constructed in accordance with the dimensions and reinforcement (or mass concrete, as detailed) shown on Drawing No. TWWDA/KWP/WP/03, founded on a minimum 50 mm concrete blinding layer, using concrete in accordance with Part 5 of this Specification.

**Rip-Rap and Stone Pitching.**

Rip-rap protection at the inlet and along the spillway/outfall channel shall consist of durable, angular, hard stone, free from cracks and weathering, of the size range and layer thickness shown on the relevant Drawings (e.g., 0.10/0.20 m angular rip-rap on a 100–300 mm compacted sand/gravel bedding layer), placed and hand-packed to form a stable, well-keyed protective layer, compacted by mechanical means (e.g., dozer) where indicated.

**Intake Structure.**

The reinforced intake structure shall be constructed as detailed on Drawing No. TWWDA/KWP/WP/03, comprising a 50 mm angle iron (3 mm thick) frame supporting a 12 mm aluminium expanded metal screen around the 200 mm HDPE perforated offtake pipe, founded on a base slab cast in 1:2:4 concrete mix, to prevent ingress of debris and coarse sediment into the draw-off pipework while permitting free flow of water.

**SPILLWAY AND OUTFLOW CHANNEL**

**General.**

The spillway shall be constructed as an earth-channel spillway with a fixed-level concrete sill, 6.0 m wide, designed to safely convey the design overflow (nominal 3.0 $m^3/s$) from the pan at flood water level (F.W.L.) without overtopping the embankment crest, in accordance with the typical arrangement shown on Drawing Nos. TWWDA/KWP/WP/04 and WP/05.

**Spillway Crest and Sill.**

The spillway crest shall be constructed to the fixed level shown on the Drawings, with the concrete sill cast on a stable, compacted foundation. The crest width and approach geometry shall be as shown on Drawing No. TWWDA/KWP/WP/04 (cross-section A-A), with side slopes generally 1:3.

**Outfall Channel.**

The outfall channel downstream of the spillway sill shall be excavated and graded to the recommended slope appropriate to the channel bed material, as follows, unless otherwise directed by the Engineer:

| Channel Bed Material | Recommended Slope (i) |
|---|---|
| Soil | 0.2% to 0.5% |
| Murram | 0.5% to 1% |
| Hard Rock | 1% to 2% |

**Spillway Protection Trench.**

Where directed by the Engineer based on site conditions (erosive soils, steep gradients or evidence of scour potential), a spillway protection trench of 1.0 m depth shall be excavated and lined with rip-rap and sand/gravel bedding as shown on Drawing No. TWWDA/KWP/WP/04, to arrest headward erosion of the outfall channel.

**Protective Trench Cross-Section.**

Where constructed, the protective trench cross-section shall be as shown on Drawing No. TWWDA/KWP/WP/05 (Cross-Section C-C), generally 1:1 side slopes founded on original ground, with rip-rap protection extending the full width of the spillway.

## CONCRETE PRODUCTION AND CONSTRUCTION

### General.

All concrete works (the intake structure, silt-trap sill, break pressure tank, storage tank base/walls/roof, valve chambers, trough structures, gate foundations, fence post footings, and any other concrete element shown on the Drawings) shall be designed, batched, mixed, placed, compacted, cured and finished in accordance with BS 8110/BS EN 1992, BS 5328/BS EN 206 and BS 8007 (for water-retaining structures) as applicable, and as set out in this Specification.

### Compaction of Concrete.

Concrete shall be compacted by vibration using an approved rigid poker-type internal vibrator, worked well up against formwork, joints and around reinforcement to eliminate voids and honeycombing, without displacing reinforcement or transporting the concrete laterally within the form. The Contractor shall maintain at least one spare vibrator on site at all times to avoid interruption to placing operations. Where reinforcement is congested, a competent steel fixer shall be in attendance during placing to correct bar position as needed, and vibrators shall not be allowed to come into contact with reinforcement. Each freshly placed layer shall be thoroughly compacted into the preceding layer without damaging concrete that has already taken initial set, and excessive vibration leading to segregation shall be avoided. Upper surfaces of slabs shall be compacted using an approved external (surface) vibrator.

### Materials.

Cement shall be Ordinary Portland Cement complying with BS 12/BS EN 197-1. Aggregates shall comply with BS 882 and be clean, hard, durable and free from organic or deleterious material. Water for concrete shall comply with BS 3148 and be free from harmful concentrations of salts, organic matter, oil or other impurities.

### Concrete Classes.

Unless otherwise shown on the Drawings or instructed by the Engineer, concrete classes shall be as follows:

| Element | Concrete Class / Mix |
|---|---|
| Blinding (underside of tanks, structures) | Class 15/20 (min. 50 mm thick) |
| Reinforced concrete (floors, walls, beams, columns, roof slabs) | Class 25/20 |
| Mass concrete fill / pipe surround / benching | Class 15/20 or 1:2:4 nominal mix |
| Mass concrete make-up below founding level | Class 10 mass concrete |
| Pier and column foundation blinding | Class 15/40 |
| Fence post / gate foundation concrete | Class 15/20 to 20/20 (per Std. Drg. STD/06) |

### Reinforcement.

Reinforcement shall be high yield, high tensile steel bars complying with BS 4449/BS 4461, bent and fixed in accordance with BS 4466. Minimum cover to reinforcement shall be 40 mm generally, except:

columns 40 mm, slabs 20 mm, beams 25 mm, and foundations/footings 50 mm, unless otherwise shown on the Drawings (e.g., 65 mm cover noted at the intake structure base slab). The Contractor shall provide all spacer blocks, chairs and tying wire necessary to maintain correct cover and bar position. All mortar/concrete joints shall be a minimum of 20 mm thick where applicable to masonry block walling associated with concrete structures.

**Water-Retaining Structures.**

The break pressure tank, storage tank and any other water-retaining concrete structure shall be designed and constructed in accordance with BS 8007, with particular attention to crack-width control, joint detailing and watertightness. Internal surfaces in contact with stored water shall be trowelled smooth, rendered in 12 mm cement mortar with waterproofing additive (2:1 sand:cement, or as detailed), and finished as shown on the relevant Drawings (e.g., Drawing Nos. TWWDA/KWP/BPT/02 and TWWDA/KWP/CWT/02).

**Watertightness Testing of Water-Retaining Structures.**

On completion, all water-retaining structures (break pressure tank and storage tank) shall be tested for watertightness by filling with clean water in stages, holding at each stage for such time as the Engineer may require, with the structure inspected for dampness or leakage at each stage and any defects made good before proceeding. Once full, the structure shall remain charged for a period of seven days, during which water level shall be recorded at 24-hour intervals; total recorded loss over the seven-day period shall not exceed 0.3% of the total volume of water in the structure under test. Where the daily rate of drop is decreasing but the 0.3% limit has not yet been satisfied, the test period may be extended by a further seven days at the Engineer's discretion. Any dampness, leakage or other defect identified shall be made good and the structure re-tested until a satisfactory result is achieved; submerged faces of the structure shall not be covered or backfilled before the watertightness test has been passed. The Contractor shall provide all water, labour and materials necessary for testing at no additional cost to the Employer.

**Testing of Roof Slabs.**

Where a roof slab forms part of a potable water-retaining structure, it shall additionally be tested for watertightness by lagooning (ponding) the slab to a minimum depth of 75 mm for a period of 3 days; the slab shall be regarded as satisfactory if no damp patches appear on the underside (soffit). The roof screed shall be completed immediately following satisfactory completion of this test.

**Cleaning and Sterilisation of Water-Retaining Structures.**

Following satisfactory completion of watertightness testing, the interior of each water-retaining structure shall be thoroughly cleaned and washed to remove all contamination, with all wash water removed and drained away. The structure shall then be filled to overflow level with clean water dosed with a sterilising chlorine solution to give a residual chlorine concentration of not less than 50 parts per million throughout the structure, and held charged for a period of not less than 24 hours, after which a test for residual chlorine shall be carried out. If no residual chlorine is detected, the sterilisation process shall be repeated until a satisfactory result is obtained. On completion, the structure shall be thoroughly flushed out and refilled with clean supply water, and left full. The Contractor shall provide all labour, materials, chemicals and water necessary for cleaning and sterilisation.

**Construction Joints.**

Construction joints shall be located, prepared and treated as directed by the Engineer or as shown on the Drawings. Before placing fresh concrete against a hardened joint, the old surface shall be roughened, laitance and loose material removed, and the surface thoroughly wetted to a saturated surface-dry condition immediately prior to placing new concrete. Where shown, a uPVC waterstop (200 mm wide unless otherwise specified) shall be installed and properly supported during concreting. Wall/column base connections shall have a 100 mm kicker unless otherwise specified. Walls and columns shall, where possible, be poured in a single full-height pour as soon as practicable (2–3 days) after the base has been concreted.

**Curing.**

All concrete shall be cured by an approved method (water curing, curing compound, or covered with damp hessian/polythene) for a minimum period of 7 days, or longer as required for water-retaining structures, to prevent premature drying, shrinkage cracking and to achieve specified strength.

**Concrete Testing.**

Concrete cube samples shall be taken at a minimum rate of one set of three cubes per 25 $m^3$ of concrete placed (or per pour, whichever gives the greater frequency), tested at 7 and 28 days at an approved testing laboratory, with results submitted to the Engineer. Any concrete failing to achieve specified strength shall be investigated and, if directed, removed and replaced at the Contractor's expense.

## FORMWORK, REINFORCEMENT AND FINISHES

**Formwork.**

Formwork shall be constructed to give the shapes, lines and dimensions of the concrete as shown on the Drawings, shall be sufficiently rigid and tight to prevent loss of grout, and shall be cleaned and treated with an approved release agent prior to each use. Formwork shall not be struck until the concrete has attained sufficient strength to support its own weight and any imposed construction loads, in accordance with normal good practice and as directed by the Engineer.

**Surface Finishes.**

Exposed internal surfaces of the break pressure tank and storage tank shall receive a smooth-trowelled finish and be painted with three coats of approved bituminous paint as shown on the relevant Drawings. External surfaces of masonry/blockwork walling shall be rendered in 1:3 cement: sand mortar where shown, with concrete edges chamfered 25 x 25 mm where exposed, as detailed on the Standard Drawings.

**Access Covers, Ladders and Vent Pipes.**

Access manholes, step irons/cat ladders, vent pipes and roof access covers shall be fabricated, fixed and finished in strict accordance with the details shown on Drawing Nos. TWWDA/KWP/CWT/02 and TWWDA/KWP/BPT/02–03, including galvanizing and painting of steel components as specified.

## HDPE GEOMEMBRANE LINING

### General.

The water pan basin and embankment internal slopes shall be lined with a 1.5 mm thick, UV-stabilized High-Density Polyethylene (HDPE) geomembrane to prevent seepage losses and maintain water storage integrity, in accordance with the basin geometry shown on Drawing Nos. TWWDA/KWP/WP/02 and WP/03.

### Material Requirements.

The geomembrane shall be manufactured from virgin HDPE resin (no more than 1% addition of clean recycled material of the manufacturer's own production), and shall comply with the property requirements of GRI-GM13 or equivalent, including but not limited to:

| Property | Test Method | Minimum Requirement (1.5 mm HDPE) |
|---|---|---|
| Thickness | ASTM D5199 | 1.5 mm (nominal), -5%/+10% tolerance |
| Density | ASTM D1505 | ≥ 0.940 g/cm³ |
| Tensile strength at yield | ASTM D6693 | As per GRI-GM13 for 1.5 mm gauge |
| Elongation at break | ASTM D6693 | ≥ 700% |
| Tear resistance | ASTM D1004 | As per GRI-GM13 |
| Puncture resistance | ASTM D4833 | As per GRI-GM13 |
| Carbon black content | ASTM D1603 | 2.0–3.0% |
| Carbon black dispersion | ASTM D5596 | Categories 1–2 |
| Oxidative induction time (OIT) | ASTM D3895 | ≥ 100 minutes |

### Manufacturer's Certification.

The Contractor shall submit, prior to delivery of materials to site, the manufacturer's quality certificates, roll numbers, batch test results and a manufacturer's warranty (minimum 10 years against material defects and UV degradation under exposed conditions) for the proposed geomembrane product, for the Engineer's approval.

### Sub-grade Preparation.

The basin and embankment slopes shall be trimmed to a smooth, even, well-compacted surface free of sharp stones, roots, vegetation and any protrusions liable to puncture the liner, prior to liner installation. Where directed, a sand or fine soil cushion/bedding layer shall be placed and compacted to provide a uniform liner sub-grade. The sub-grade shall be inspected and approved by the Engineer immediately prior to liner laying.

### Installation.

Geomembrane panels shall be laid out, positioned and oriented to minimise the number of field seams, particularly avoiding seams running directly down steep slopes wherever practicable. Panels shall be allowed to relax (free of wrinkles caused by thermal expansion/contraction) prior to seaming, and shall not be installed during periods of high wind, rain or extreme temperature that may compromise seam quality, as directed by the Engineer.

**Seaming.**

Field seams shall be made by an experienced, qualified geomembrane installation crew using thermal fusion welding methods (double-track hot-wedge welding with a continuous air-channel test track, or extrusion welding at detail/repair locations), in accordance with the manufacturer's recommendations. Welding equipment shall be calibrated and trial welds carried out at the start of each shift, and whenever ambient conditions change significantly, with trial seam samples tested for peel and shear strength before production welding commences.

**Seam Testing.**

All double-track fusion seams shall be 100% non-destructively tested for continuity using air-pressure testing of the air channel, in accordance with the manufacturer's procedures. Extrusion welds and detail seams shall be tested by vacuum box testing. In addition, destructive seam samples shall be taken at a minimum frequency of one sample per 150 m of seam length (or as otherwise agreed with the Engineer) and tested for peel and shear strength at an approved laboratory; failed seams shall be repaired and retested at the Contractor's expense.

**Anchorage.**

The geomembrane shall be anchored in an anchor trench around the perimeter of the pan crest, of dimensions as shown on the Drawings or as recommended by the liner manufacturer, backfilled and compacted to securely retain the liner against wind uplift and prevent slippage.

**Penetrations.**

All pipe penetrations through the geomembrane (including the intake/draw-off pipe penetration) shall be sealed using purpose-made boots, collars or mechanical clamping systems compatible with the liner material, installed strictly in accordance with the manufacturer's recommendations to achieve a watertight seal, and tested for leakage prior to acceptance.

**Protection and Cover.**

Where the geomembrane is to be covered with protective material (e.g., at the silt trap/inlet transition or where shown on the Drawings), the cover material shall be placed by hand or with low ground-pressure equipment to avoid damaging the liner, and shall not be dragged or dropped from height onto the liner surface.

**Repairs.**

Any damage to the geomembrane identified during installation, testing or prior to final acceptance shall be repaired by means of an extrusion-welded patch extending a minimum of 150 mm beyond the damaged area in all directions, with the repair tested by vacuum box testing and recorded on the as-built liner panel/seam layout drawing.

**Final Inspection and As-Built Record.**

On completion of liner installation and testing, the Contractor shall prepare and submit an as-built panel layout and seam log, recording panel numbers, seam test results, repair locations and dates, for the Engineer's records, prior to the pan being filled or handed over.

## RISING MAIN PIPEWORK AND VALVES

### General.

The rising main from the water pan intake to the break pressure tank and onward to the storage tank shall be DN110 HDPE PE100 pipe (PN10 generally, PN12.5 over the section identified on Drawing Nos. TWWDA/KWP/WRM/01-02), laid to the chainages, invert levels and gradients shown on the longitudinal section drawings, with a design flow rate of 0.0072 $m^3/s$.

### Pipe Material and Quality.

HDPE pipe shall be PE100 grade, manufactured to BS EN 12201/ISO 4427, marked with manufacturer, material grade, nominal diameter, wall thickness/SDR and pressure class. All pipe shall be supplied with manufacturer's test certificates confirming compliance, for submission to the Engineer prior to use. The draw-off pipe from the pan and offtake pipework shall be DN200 HDPE PE100 PN16 as shown on Drawing No. TWWDA/KWP/WP/03.

### Jointing.

HDPE pipe joints shall be made by butt-fusion or electrofusion welding using calibrated, purpose-made equipment operated by trained, competent welders, in accordance with the pipe manufacturer's recommendations. Compression fittings (tees, bends) shall be used at air valve and washout connections as shown on the detail drawings (e.g., AV01–AV03, WO01). A welding log recording joint number, location, operator, machine parameters and weather conditions shall be maintained and submitted to the Engineer.

### Trench Excavation, Bedding and Backfill.

Pipe trenches shall be excavated, bedded, backfilled and compacted in accordance with the 'Typical Trench Detail for Reticulation Pipes' on Drawing No. TWWDA/KWP/STD/02 (Zones 1–4), with bedding and surround material free-draining and of suitable particle size (not exceeding 20 mm), placed and compacted in layers not exceeding 200–300 mm, with hand tamping only in Zone 3 (directly around the pipe) and mechanical compaction permitted in upper backfill zones subject to the Engineer's approval. Minimum cover over the pipe crown shall be 0.8 m; where this cannot be achieved, the pipe shall be encased in concrete as detailed.

### Thrust Blocks and Anchorage.

Concrete thrust or anchor blocks shall be provided at all bends, tees, reducers, dead ends and valve clusters on the rising main and other pressure pipework, in accordance with the typical details shown on the Drawings or as directed by the Engineer, founded by additional excavation into undisturbed ground at the sides and bottom of the trench sufficient to develop the required bearing resistance. Thrust and anchor blocks shall be cast in Grade 15 concrete (or as otherwise specified) immediately following completion of excavation and jointing at the fitting, and shall be left undisturbed for not less than six hours after placing; no pressure shall be applied to any section of main until the concrete has cured for at least three days. Where HDPE or uPVC pipe is in contact with concrete thrust blocks, the pipe shall first be wrapped with two layers of bituminous felt (or other approved protective wrapping) for the full length of contact.

### Air Valves.

Combination/double-orifice air valves (50 mm diameter) shall be installed at high points along the rising main (Chainages 0+329.00, 1+045.00 and 1+470.00, designated AV01–AV03), each comprising a 110 x 50 mm HDPE compression tee, 50 mm HDPE pipe riser, 50 mm compression ball valve and double-orifice air valve, housed in an air valve chamber constructed in accordance with Drawing No. TWWDA/KWP/STD/04.

**Air Valve Handling and Installation Precautions.**

Before installation, all air valves shall be checked to confirm that air nozzles and orifices are clear and unobstructed. Air valves shall not be stored upright in direct sunlight, nor stored or installed upside down, as this may expose internal floats and sealing balls to damage or fouling. Valves shall be individually supported on a concrete grade 20 base within the chamber such that their weight is not borne by the pipeline joints or couplings, with gears, spindles and moving parts oiled with an approved lubricant prior to entry into service.

**Washout/Scour Valves.**

Washout valves shall be installed at low points along the rising main (Chainage 0+480.00, designated WO01), comprising a 110 x 75 mm HDPE compression tee, 75 mm HDPE pipe and compression ball valve, discharging to an approved point as directed by the Engineer, and housed in a washout chamber constructed in accordance with Drawing No. TWWDA/KWP/STD/04.

**Scour Valve Positioning and Protection.**

Unless otherwise directed, the controlling (isolating) valve for each washout/scour point shall be installed not more than 1.5 m from the rising main, with the scour discharging, where possible, in the direction of natural drainage and at a sufficient distance from the Works to preclude erosional effects on the embankment, spillway or other structures. The open end of each scour/washout pipe shall be protected from the ingress of animals, debris and other foreign matter by a suitable, securely fixed screen.

**Pressure Testing.**

On completion of pipe-laying and jointing for each section, and prior to backfilling joints, the rising main shall be hydrostatically pressure tested in accordance with the pipe manufacturer's recommendations and to the satisfaction of the Engineer, at a test pressure of not less than 1.5 times the maximum operating pressure (or the pipe's rated PN, whichever is lower), sustained for a minimum period of 1 hour (or as required by the relevant standard) without measurable pressure drop or visible leakage. Any leakage or failure shall be rectified and the section retested at the Contractor's expense.

**Pressure Test Procedure.**

Pressure testing shall be carried out generally in accordance with BS EN 805/BS 6700 in sections of convenient length not exceeding 500 m, as agreed with the Engineer, with not less than two days' written notice given before testing commences. Ends of the section under test shall be closed using caps or blank flanges provided by the Contractor; gate valves shall not be used to close a test section, and all scour and air valves within the test section shall be removed and replaced with blank flanges for the duration of the test. After jointing and anchoring, the main shall be slowly and carefully filled with water over several days to allow trapped air to be fully expelled, then allowed to stand full before testing. The test pressure shall be not less than 1.5 times the nominal working pressure of the class of pipe under test (subject to the Engineer's right to vary this figure), applied by means of a manually operated test pump connected to the main, with pressure monitored on two parallel, independently calibrated pressure gauges traceable to an approved testing laboratory. The test pressure shall be maintained for a continuous period of 24 hours; any leakage, pressure drop or other defect identified shall be rectified by the Contractor at its own cost and the section retested. Water discharged from the pipeline on completion of testing shall be disposed of in a manner that does not affect the stability of the Works or adjacent structures.

**Disinfection and Flushing.**

Prior to commissioning, the rising main and all associated pipework shall be flushed and disinfected (chlorination) in accordance with applicable water supply practice, and flushed clean before being put into service.

**Disinfection Procedure.**

Disinfection shall be carried out generally in accordance with BS 6700. Following satisfactory cleaning, a sterilising solution containing chlorine shall be introduced into the pipeline at a slow, controlled rate, using a portable dosing system or other approved method, to achieve a chlorine concentration of not less than 50 parts per million throughout the full length of pipework under treatment. The charged system shall remain under chlorination for a period of not less than 24 hours, after which a test for residual chlorine shall be carried out at representative points along the line; if no residual chlorine is detected, the disinfection process shall be repeated until a satisfactory result is obtained. On completion, the pipework shall be thoroughly flushed out and recharged with clean supply water. The Contractor shall provide all labour, materials, chemicals, water and equipment necessary for disinfection at no additional cost to the Employer.

**Pipe Crossings.**

Where the rising main crosses roads, the pipe shall be protected in accordance with the 'Typical Road Pipe Crossing Detail for HDPE Pipes' (Drawing No. TWWDA/KWP/STD/02), including concrete sleeve/surround as detailed. Where the alignment crosses a seasonal stream or drainage ditch, the pipe shall be protected in accordance with the 'Typical Detail of Pipe Crossing — Seasonal Stream/Drainage Ditch' on the same drawing, including stone pitching for 3 m on either side as shown. Where aerial crossings at river crossings are required, pipe support piers (Type A, B or C as applicable to height) shall be constructed strictly in accordance with Drawing No. TWWDA/KWP/STD/03, including anchor plates, GMS clamps and reinforcement as detailed, founded on a uniform, non-compressible foundation with assumed bearing capacity of 80 kN/m².

**Indicator Posts.**

Concrete indicator posts shall be provided and erected along the rising main at every change in pipe class or diameter, at sluice/isolating valves, air valves, washout points and changes in pipeline direction, as instructed by the Engineer. Each post shall bear an engraved marking indicating the class of pipe and direction of the line, painted in two coats of approved blue gloss paint with the engraved lettering picked out in white gloss paint, or as otherwise directed by the Engineer.

## PUMPING AND MECHANICAL WORKS

### GENERAL AND SCOPE

The rising main rises from the water pan intake at approximately El. 887-889 m to the storage tank at Lakathi Market at approximately El. 1062-1078 m, a static lift of the order of 190 m over the pipeline alignment, and therefore cannot operate by gravity; abstraction and delivery to the break pressure tank and storage tank require mechanical pumping. This Part sets out the minimum requirements for the pumping plant, motors, controls and associated electrical works necessary to deliver the design flow of 0.0072 m³/s against the static and friction head of the rising main, where supply and installation of such plant forms part of this Contract. Where pumping plant is to be supplied under a separate contract or directly by the Employer, the Contractor shall, as a minimum, construct the pump house/plinth, intake sump/wet well, and provide all civil works, ducting and pipe stub connections necessary to receive the pumping plant, coordinated with the separate supplier's requirements; the precise division of scope shall be confirmed in the Bills of Quantities and Particular Specification.

## PUMP HOUSE AND CIVIL WORKS

### Pump House.

Where pumping plant is supplied under this Contract, a pump house of adequate size to accommodate the pump sets, control panel, switchgear and associated pipework shall be constructed adjacent to the intake/abstraction works, founded on a reinforced concrete plinth designed for the static and dynamic loads of the installed equipment, with adequate ventilation, lighting, drainage and security (lockable doors, windows fitted with security grilles) to protect the plant from weather, dust, livestock and unauthorized access.

### Intake Sump / Wet Well.

An intake sump or wet well shall be provided at the pan draw-off point to ensure adequate submergence and a stable suction condition for the pump(s) under the full operating drawdown range of the pan, fitted with a screened inlet to exclude debris and coarse sediment, in conjunction with the intake structure described in Part D.

## MOTORS

### Electric Motors.

Unless otherwise specified, motors shall be suitable for a 415/240 volt, 3-phase, 50 Hz power supply, and shall be operated through a star-delta or other approved soft-start control system. Motors shall be constructed in accordance with the relevant Kenya/British Standard for low-voltage motors and protected in accordance with the applicable Government electrical specifications and the manufacturer's recommendations for the site environment.

### Motor Performance and Construction.

Motors shall be foot-mounted, squirrel-cage induction type, drip-proof or totally enclosed as suited to the installation environment, designed for continuous running at an ambient temperature of not less than 30°C, and capable of sustaining an overload of 10% above rated output at rated voltage for a period of one hour without damage. The rated output of each motor shall not be less than the maximum power absorbed by the connected pump under the specified duty condition, with due allowance for transmission losses. Where electrically driven pumps are directly coupled, motor and pump shall be mounted on a common rigid steel base plate bolted to the concrete plinth, with correct alignment of motor and pump verified and guaranteed by the Contractor prior to commissioning.

## PUMPS

### General.

Pumps shall be of the centrifugal type, of approved manufacture, sized and selected to deliver the design flow rate of 0.0072 $m^3/s$ (or the flow rate confirmed at detailed design/shop drawing stage) against the total static and friction head of the rising main as shown on the longitudinal section drawings, with the pump operating point positioned to achieve not less than 90% of the pump's peak efficiency at the specified duty. Performance curves, efficiency curves and power demand curves for the proposed pump shall be submitted with the Contractor's technical proposal, clearly indicating capacity and efficiency at the specified head.

### Construction.

Pump casings shall be of cast iron with interchangeable bronze or high-grade cast iron wear rings. Impellers shall be of bronze or high-grade cast iron, dynamically balanced to ensure smooth running. The impeller shaft shall be of steel, fitted with renewable bronze protecting sleeves wherever in contact with the pumped water, and fitted with mechanical seals unless otherwise approved. For horizontal pumps, the impeller shaft shall be carried on oil- or grease-lubricated, heavy-duty ball or roller bearings. All wetted components (casing, bearings, shaft, impeller, gaskets) shall be of materials suitable for many years of continuous operation in a water system; where materials other than cast iron, bronze or stainless steel are proposed, these shall not be approved unless accompanied by a written manufacturer's guarantee of not less than 10 years' performance, including free replacement of faulty components and associated labour. All pipe connections to the pump shall be flanged, with the Contractor's rates to include all necessary tapers, gaskets and bolts for connection to the pipe diameters shown on the Drawings or as instructed by the Engineer.

**Standby Provision and Instrumentation.**

Unless otherwise directed, pumping plant shall be provided with standby capacity (duty/standby arrangement, or such configuration as confirmed at detailed design stage) such that the required flow can be maintained in the event of failure of any single pump unit. Each pump shall be fitted with pressure gauges in metric units, connected to the suction and delivery sides of the pump by approved copper pipe fitted with an isolating cock, to allow monitoring of pump performance and early detection of blockage, cavitation or wear.

## ELECTRICAL INSTALLATION AND CONTROLS

**Power Supply.**

Where grid power is not available or not reliable at the pump house location, the Contractor shall propose and, subject to the Engineer's approval, supply and install an alternative power source (solar photovoltaic array with battery storage and inverter, standby generator, or such combination as confirmed at detailed design/shop drawing stage), sized to reliably meet the connected motor load and any auxiliary loads (lighting, controls) for the required daily pumping duration.

**Control Panel and Protection.**

Each pump shall be controlled from a dedicated control panel incorporating motor starter (star-delta or approved soft-start type), isolator, overload and short-circuit protection, phase-failure/reversal protection, running indicator lights, and hour-run meter. Automatic control linked to level sensors or float switches at the pan (low-level cut-out to protect against dry-running) and at the storage tank (high-level cut-out to prevent overflow) shall be provided, with manual override available at the panel. All electrical installation work shall comply with the Kenya Electrical Installation Rules and relevant IEC/BS standards, and shall be inspected and certified by a competent, registered electrical contractor prior to energisation.

## TESTING AND COMMISSIONING OF PUMPING PLANT

**Factory and Site Testing.**

Where practicable, pumps shall be factory-tested against the specified duty point prior to dispatch, with certified test results submitted to the Engineer. On site, following installation and alignment, each pump set shall be run and its performance (flow, head, power draw) verified against the specified duty, with any deficiency rectified by the Contractor at no cost to the Employer. The complete pumping installation shall be commissioned together with the rising main, break pressure tank and storage tank as a single integrated system in accordance with Part I of this Specification, with the Contractor demonstrating correct automatic operation (start/stop on level control, alarm conditions, standby changeover where provided) to the satisfaction of the Engineer.

## BREAK PRESSURE TANK

### General.

The break pressure tank (BPT), of 5 $m^3$ capacity, shall be constructed at the location and to the dimensions, levels and details shown on Drawing Nos. TWWDA/KWP/BPT/01 to BPT/03, comprising inlet valve chamber, outlet valve chamber, overflow/scour chamber, and the circular masonry/block-walled tank with reinforced concrete floor and roof slab.

### Structure.

The tank wall shall be constructed in dressed stone or precast concrete blocks (225 mm wide x 150 mm deep), soaked in water for 24 hours prior to laying, with joints in 1:3 cement: sand mortar not less than 20 mm thick, rendered internally with waterproof cement mortar (2:1 sand: cement with waterproofing additive) and externally plastered if constructed in concrete blocks, all per Drawing No. TWWDA/KWP/BPT/02.

### Floor and Roof Slabs.

The floor slab (150 mm thick, Class 25/20 R.C., on 50 mm Class 15/20 blinding) and roof slab (150 mm thick, Class 25/20 R.C., cast sloping outward to shed rainwater) shall be reinforced as detailed (8 mm and 10 mm high tensile bars at the centres shown), with a 550 x 550 mm opening for the access cover and ladder/step irons as shown.

### Pipework and Valves.

Inlet, outlet, overflow and scour pipework, fittings and valves (150 mm dia. lined ferrous pipe and fittings, gate valves to Euro 20 Series Type 23 or approved equivalent, float valve to Biwater Series 1042 or approved equivalent) shall be supplied and installed in accordance with the schedules and details on Drawing No. TWWDA/KWP/BPT/03, with all flanged joints made with approved gaskets and bolted tight to manufacturer's torque recommendations.

### Vent Pipe.

A vent pipe (50 mm dia. G.I. pipe with 90° bend, nipple and puddle flange, fitted with mosquito wire gauze) shall be installed to each chamber as detailed on Drawing No. TWWDA/KWP/BPT/03.

### Site Works.

The BPT site shall be fenced, with a P.C.C. slab (600 x 600 x 50 mm) access path, gate, and surface water drainage (300 mm dia. concrete culvert with headwalls, roadside earth drains) constructed as shown on Drawing No. TWWDA/KWP/BPT/01.

## STORAGE TANK (225 $m^3$)

### General.

The 225 $m^3$ capacity cylindrical reinforced concrete storage tank shall be constructed at Lakathi Market in accordance with Drawing Nos. TWWDA/KWP/CWT/01 and CWT/02, comprising a circular R.C. wall (300 mm thick), internal R.C. columns and beams supporting the roof, floor slab with scour sump and chamber, outlet chamber, vent pipes, access ladder and roof access cover.

### Floor Slab.

The floor slab shall be cast on an approved, well-compacted, blinded sub-base, laid to fall (1:120) towards the scour/outlet point, with a cement/sand screed (1:3 mix) finish, all as detailed in Section A-A and B-B on Drawing No. TWWDA/KWP/CWT/02.

**Walls and Columns.**

The 300 mm thick R.C. circular wall shall be cast to the internal diameter and height shown, founded as detailed at 'Joint at Base of Wall' (Detail A), with internal 300 x 300 mm R.C. columns supporting 425 x 300 mm R.C. beams at the spacing shown on the layout plan (Drawing No. TWWDA/KWP/CWT/01). The top of the wall shall be trowelled smooth and provided with three coats of approved bituminous paint.

**Inlet, Outlet, Scour and Overflow Pipework.**

DN250 steel inlet pipe, DN200 outlet pipe and DN200 drain/scour pipe (with a 600 x 600 x 650 mm deep sump and scour chamber) shall be installed as shown on Drawing No. TWWDA/KWP/CWT/01, with outlet detail (DN200 steel pipe through masonry stool with dowel bars) as per Drawing No. TWWDA/KWP/CWT/02.

**Access and Safety.**

A G.I. cat ladder (375 mm wide, with M.S. flat rungs and fixing details per Detail B) shall be provided for internal access, together with a lockable roof access cover (4 mm M.S. plate, painted, with padlock bracket) as detailed in Section D-D, and vent pipes with mosquito-proof gauze as detailed.

**Testing.**

On completion, the storage tank shall be filled with water and tested for watertightness over a minimum period of 24–48 hours (or as directed by the Engineer), with any visible leakage, seepage or excessive drop in water level (beyond that attributable to evaporation) investigated and rectified prior to acceptance.

**WATER TROUGH AND OFF-TAKE STRUCTURES**

**General.**

The cattle/livestock water trough shall be constructed adjacent to the water pan, of length appropriate to the expected herd size (LT, generally suited to small cattle heads, goats and sheep), in 400 x 200 x 100 mm cement blocks plastered in 1:3 mix on all exposed surfaces, founded on stone pitching/broken stone or gravel, with a concrete (1:2:4 mix, reinforced with wiremesh) base, all in accordance with Drawing No. TWWDA/KWP/WP/06.

**Fittings.**

The trough shall be fitted with a ball valve (inlet control), gate valve(s), steel lockable cover, and a 50 mm overflow/washout pipe with gate valve, discharging via a stone-pitched ditch (minimum slope 0.05) to a river or natural depression, as shown on the isometric and sectional views.

**Apron and Drainage.**

The trough surrounds shall be protected by stone pitching on broken stone/gravel bedding, graded to fall away from the trough at the slope shown (0.05), to prevent ponding, erosion and mud formation around the structure, with a ditch provided where the surrounding ground slopes towards the trough.

**VALVE CHAMBERS AND PRECAST COVERS**

**General.**

Valve chambers (air valve chambers, washout/junction valve chambers) shall be constructed in accordance with the typical details, chamber size schedule and chamber depth/wall thickness schedule on Drawing No. TWWDA/KWP/STD/04, sized according to the mains diameter and invert depth at each location.

**Construction.**

Chamber walls shall be constructed in reinforced blockwork (6 mm dia. M.S. reinforcement between courses, rendered internally and externally in 1:3 cement mortar) for invert depths up to 2400 mm, or in 300 mm reinforced concrete (Class 25/20) for invert depths exceeding 2400 mm, founded on a 50 mm concrete blinding layer over a reinforced concrete base slab (A142 mesh reinforcement) on a **Drainage and Vents.** Each chamber shall be provided with a 50 mm diameter, 500 mm long drain pipe to a concrete soakaway/foundation, and vent openings (one block omitted, fitted with wire gauze) positioned as shown on the Drawing.

**Precast Covers.**

Precast reinforced concrete cover slabs shall be cast in accordance with Drawing No. TWWDA/KWP/STD/05, sized to match the chamber internal dimensions per the cover size schedule, complete with cast-in handle, locking bar and M.S. fixing plate details, reinforced with 4 No. R8 bars per the section shown.

## METAL WORK, GATES AND FENCING

### Fencing — Chain-Link on Precast Concrete Posts.

Where chain-link fencing is specified, precast concrete posts (115 x 115 mm, Class 20/20 concrete, 10 mm vertical bars with 6 mm stirrups at 300 mm centres) shall be set at 3.0 m centres on 450 x 450 x 450 mm Class 15/20 concrete footings, with straining posts at 33.3 m centres, all in accordance with Drawing No. TWWDA/KWP/STD/06. Chain link shall be Gauge 12 galvanized steel wire; straining wires Gauge 12 galvanised steel plain wire; barbed wire on crank arms Gauge 12 galvanised steel barbed wire, fixed to posts with galvanised hook bolts (8 mm dia. x 60 mm long).

### Fencing —Wattle Posts with Barbed Wire.

Where wattle-post barbed wire fencing is specified, tantalized wattle posts (150 mm nominal diameter, 2100 mm long) shall be set at 3.0 m centres in 100 mm Class 15/40 concrete surround, with 7 No. strands of 16-gauge x 20 kg galvanised barbed wire fastened with U-nails, and stayed posts (2 No. wattle stays per post) provided at every 10th post, all corners, and at 30.0 m centres, per Drawing No. TWWDA/KWP/STD/06.

### Gates.

Gates of widths 1 m, 2 m, 3 m, 4 m and 6 m shall be fabricated and installed strictly in accordance with Drawing Nos. TWWDA/KWP/STD/07 and STD/08, using 50 x 50 x 4 mm thick R.H.S. gate frames (or 75 x 37 / 37 x 25 RHS for the 6 m combined pedestrian/vehicle gate), 50 mm square weld mesh infill (8-gauge steel wire) where specified, hinge, locking cleat and drop-bolt details as shown, founded on concrete piers (450 x 450 mm, Class 25 concrete, steel reinforced) on a 950 x 950 mm Class 15/40 concrete foundation. All steelwork shall be cleaned of rust and painted with lead paint and two coats of approved enamel paint.

### Stone/Masonry Gate Piers.

Where shown for the 6 m wide combined gate, gate piers and the fixed panel shall be constructed in fine chisel-dressed stonework (stone of approved type) with precast concrete Class 20/20 coping, reinforced concrete column core, in accordance with Drawing No. TWWDA/KWP/STD/07.

### Protective Treatment of Metalwork.

All structural steelwork (gate frames, hinges, locking cleats, anchor plates, GMS clamps, ladders, step irons, access covers) shall be hot-dip galvanised or otherwise protectively coated as shown on the Drawings, and where painted shall receive a minimum of two coats of red-oxide primer followed by approved finishing paint, unless galvanising is specified in lieu.

## PROJECT SIGN BOARD

A project sign board shall be fabricated and erected at the site entrance, of high-quality blockboard with hardwood lipping all round, bearing the wording, layout and graphic content (Republic of Kenya / Ministry of Water, Sanitation and Irrigation crest, project, financier, employer, engineer and contractor details, and HIV/AIDS and public health awareness messages) shown on Drawing No. TWWDA/KWP/STD/01, with overall board dimensions of 1800 mm width as detailed, mounted on suitable posts at a height and location agreed with the Engineer.

## PIPE CROSSINGS, TRENCHING AND REINSTATEMENT

### Road Crossings.

At all locations where the rising main or any buried pipe crosses an existing carriageway, the pipe shall be protected by a concrete-encased pipe sleeve (uPVC/HDPE within a concrete ogee pipe sleeve, 150 mm thick Class 15/20 concrete bed and surround, with protective polyethylene membrane surrounding the protection), all in accordance with the 'Typical Road Pipe Crossing Detail for HDPE Pipes' (Drawing No. TWWDA/KWP/STD/02). The road pavement shall be reinstated to its original level and condition upon completion of backfilling.

**Twin Pipes in Single Trench.**

Where twin pipes are laid in a single trench, the minimum clear spacing, bedding and backfill arrangement shall be as shown on Drawing No. TWWDA/KWP/STD/02.

**Reinstatement of Disturbed Ground.**

All ground disturbed by trenching, excavation, temporary access tracks and construction activities (other than areas occupied by permanent structures) shall be reinstated to a condition consistent with, or better than, its pre-construction condition, including reapplication of stockpiled topsoil and grass establishment on embankment slopes and other disturbed areas, to the Engineer's satisfaction.

**Stream/Drainage Ditch Crossings.**

Where the pipe alignment crosses a seasonal stream or natural drainage ditch, the crossing shall be constructed in accordance with the 'Typical Detail of Pipe Crossing Seasonal Stream/Drainage Ditch' on Drawing No. TWWDA/KWP/STD/02, comprising a concrete ogee pipe culvert on a 150 mm thick Class 15/20 concrete bed, with stone pitching for 3 m on either side of the crossing and grassed upstream/downstream embankment faces.

## TESTING, PRE-COMMISSIONING AND COMMISSIONING

### General.

- Prior to taking-over of the Works, the Contractor shall carry out, and demonstrate to the Engineer, satisfactory completion of the following tests and pre-commissioning activities as a minimum:
- Compaction (density) test results for the embankment and other fill areas, achieving the specified minimum 95% MDD.
- Concrete cube test results for all structural elements, achieving specified design strengths.
- Geomembrane liner seam testing (air-pressure, vacuum box and destructive testing) records, with all repairs verified and re-tested.
- Hydrostatic pressure testing of the rising main and all branch/offtake pipework, with no measurable pressure loss or leakage.
- Functional testing of all valves (air valves, washout/scour valves, gate valves, float valve, ball valves) for correct operation and absence of leakage.
- Watertightness testing of the break pressure tank and storage tank by filling and monitoring water level over a minimum 24-hour period.
- Flushing and disinfection of all pipework and storage structures prior to first use.
- Verification that the spillway, silt trap and inlet/intake structures are constructed to design lines and levels and are free of obstruction.
- Confirmation that all fencing, gates and the sign board are complete, secure and operational.

### Filling and Operational Trial.

Where practicable within the construction/defects liability period, the Contractor shall assist the Engineer in observing the performance of the pan, liner, embankment and spillway during at least one filling event or rainy season, reporting any observed seepage, slope instability, erosion or other defect for rectification prior to final acceptance.

### System Commissioning.

On satisfactory completion of all testing, the Contractor shall commission the complete water supply system (intake through to storage tank and distribution offtakes) in the presence of the Engineer and, as appropriate, representatives of TWWDA and the beneficiary community/water user association, confirming correct flow, pressure and operation of all valves and control points.

## AS-BUILT DOCUMENTATION AND DEFECTS LIABILITY

### As-Built Drawings.

The Contractor shall maintain accurate records of all variations from the issued-for-construction Drawings during the course of the Works and shall, prior to issuance of the Taking-Over Certificate, submit a complete set of as-built drawings (in both hard copy and electronic/CAD format) reflecting the actual as-constructed lines, levels, dimensions, pipe routes, chainages, valve and chamber locations, and liner panel/seam layout.

### Operation and Maintenance Manual.

The Contractor shall compile and submit an Operation and Maintenance (O&M) Manual covering: routine inspection and maintenance schedules for the embankment, spillway, silt trap and liner; valve and pipework operating procedures; storage tank and break pressure tank maintenance; manufacturer's manuals, warranty certificates and spare parts lists for all supplied equipment, valves and the geomembrane liner.

### Defects Liability.

During the Defects Liability Period stated in the Contract Data, the Contractor shall remedy, at its own cost, any defect, shrinkage, seepage, erosion, settlement or other fault arising from materials or workmanship not in accordance with the Contract, including any liner seam failure, leakage from pipework, joints or structures, or embankment/spillway instability, within the time directed by the Engineer.

**LIST OF PRINCIPAL APPLICABLE STANDARDS**

| Reference | Title |
|---|---|
| KS 06-149: Part 2 | uPVC Water Pressure Pipes |
| BS EN 12201 / ISO 4427 | Polyethylene (PE) Pipes and Fittings for Water Supply |
| BS 4772 | Specification for Ductile Iron Pipes and Fittings |
| BS 534 | Specification for Steel Pipes and Fittings (bitumen-lined) |
| BS 8007 | Code of Practice for Design of Concrete Structures for Retaining Aqueous Liquids |
| BS 8110 / BS EN 1992 | Structural Use of Concrete |
| BS 5328 / BS EN 206 | Concrete: Production and Conformity |
| BS 882 | Specification for Aggregates from Natural Sources for Concrete |
| BS 12 / BS EN 197-1 | Specification for Portland Cement |
| BS 3148 | Methods of Test for Water for Making Concrete |
| BS 4449 | Specification for Carbon Steel Bars for Reinforcement of Concrete |
| BS 4461 | Specification for Cold Worked Steel Bars for the Reinforcement of Concrete |
| BS 4466 | Specification for Scheduling, Dimensioning, Bending and Cutting of Steel Reinforcement |
| BS 5292 | Specification for Jointing Materials and Compounds for Joints in Buildings |
| BS 1377 | Methods of Test for Soils for Civil Engineering Purposes |
| GRI-GM13 | Test Methods, Test Properties and Testing Frequency for HDPE Geomembranes |
| ASTM D5199 / D1505 / D6693 / D1004 / D4833 / D1603 / D5596 / D3895 | Geomembrane material test methods (thickness, density, tensile, tear, puncture, carbon black content/dispersion, OIT) |
| Practice Manual for Small Dams, Pans and Other Water Conservation | Ministry of Water, Sanitation and Irrigation |

| Reference | Title |
|---|---|
| Structures in Kenya (2nd Draft) | |
| Kenya Building Code | Building and Construction Standards |
| Occupational Safety and Health Act, 2007 | Kenya — Workplace Health and Safety |
| EMCA / NEMA Regulations | Environmental Management and Co-ordination Act and subsidiary regulations |
| BS EN 805 / BS 6700 | Specification for Design, Installation, Testing and Maintenance of Services Supplying Water for Domestic Use |
| BS 8010 | Code of Practice for Pipelines |
| KS ISO 1452-2:2009 | Plastics Piping Systems for Water Supply — Unplasticized Poly(vinyl chloride) (PVC-U) |
| BS 4504 / BS 4772 | Circular Flanges for Pipes, Valves and Fittings |
| BS 4190 / BS 4320 | Specification for ISO Metric Black Hexagon Bolts, Screws and Nuts / Metal Washers |
| BS 2494 | Specification for Elastomeric Seals for Joints in Pipework and Pipelines |
| BS 4622 / ISO/R13 | Specification for Grey Iron Pipes and Fittings |
| BS 1387 / BS 3601 | Specification for Steel Tubes and Tubulars / Steel Pipes and Tubes for Pressure Purposes |
| BS 556 / BS 8301 | Concrete Cylindrical Pipes and Fittings / Code of Practice for Building Drainage |
| CP 1015 | Code of Practice for the Protection of Electrical Equipment Against Climatic Conditions |

**Note:** Where any standard referenced above has been superseded by a later edition or by an equivalent Kenya Standard (KS), the current edition in force at the date of Tender shall apply, unless otherwise directed by the Engineer.

## SECTION VII - DRAWINGS

**Note**: A list of drawings is attached separately.

## SUPPLEMENTARY INFORMATION

**None.**

## PART III - CONDITIONS OF CONTRACT AND CONTRACT FORMS

## SECTION VIII - GENERAL CONDITIONS OF CONTRACT

These General Conditions of Contract (GCC), read in conjunction with the Special Conditions of Contract (SCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

### General Conditions of Contract

### A. General

#### 1. Definitions

1.1 Bold face type is used to identify defined terms.

a) **The Accepted Contract** Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

b) **The Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.

c) **The Adjudicator** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.

d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

e) **Compensation Events** are those defined in GCC Clause 42 hereunder.

f) **The Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.

g) **The Contract** is the Contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.

h) **The Contractor** is the party whose Bid to carry out the Works has been accepted by the Procuring Entity.

i) **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Procuring Entity.

j) **The Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.

k) **Days** are calendar days; months are calendar months.

l) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

m) **A Defect** is any part of the Works not completed in accordance with the Contract.

n) **The Defects** Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.

o) **The Defects Liability Period** is the period **named in the SCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.

p) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

q) **The Procuring Entity** is the party who employs the Contractor to carry out the Works, **as specified in the SCC,** who is also the Procuring Entity.

r) **Equipmen**t 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 i**s 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

2.1 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.

2.2 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).

2.3 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[6], 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

3.1 The language of the Contract is English Language and the law governing the Contract are the Laws of Kenya.

3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Procuring Entity's Country when

a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country; or

b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

## 4. Project Manager's Decisions

4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.

## 5. Delegation

5.1 Otherwise **specified in the SCC,** the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

## 6. Communications

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

## 7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Procuring Entity in writing. Subcontracting shall not alter the Contractor's obligations.

## 8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the Schedule of Other Contractors, as **referred to in the SCC.** The Contractor shall also provide facilities and services for them as described in the Schedule. The Procuring Entity may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

## 9. Personnel and Equipment

9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.3 If the Procuring Entity, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

## 10. Procuring Entity's and Contractor's Risks

10.1 The Procuring Entity carries the risks which this Contract states are Procuring Entity's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

## 11. Procuring Entity's Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Procuring Entity's risks:

a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
   - i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
   - ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.

b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Procuring Entity's risk except loss or damage due to

aa) a Defect which existed on the Completion Date,
bb) an event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or
cc) the activities of the Contractor on the Site after the Completion Date.

## 12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Procuring Entity's risks are Contractor's risks.

## 13. Insurance

13.1 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

a) loss of or damage to the Works, Plant, and Materials;
b) loss of or damage to Equipment;
c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may effect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

**14. Site Data**

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the SCC**, supplemented by any information available to the Contractor.

**15. Contractor to Construct the Works**

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

17. Approval by the Project Manager

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

**18. Safety**

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

**19. Discoveries**

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Procuring Entity. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

**20. Possession of the Site**

20.1 The Procuring Entity shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the SCC,** the Procuring Entity shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

**21. Access to the Site**

21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

**22. Instructions, Inspections and Audits**

22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

22.3 The Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Procuring Entity and/or persons appointed by the Public Procurement Regulatory Authority to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Public Procurement Regulatory Authority. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Public Procurement Regulatory Authority's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Public Procurement Regulatory Authority's prevailing sanctions procedures).

## 23. Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Procuring Entity and the Contractor, at the time of the Procuring Entity's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

## 24. Settlement of Claims and Disputes

### 24.1 Contractor's Claims

24.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.

24.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clause shall apply.

24.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

24.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record- keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

24.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

a) this fully detailed claim shall be considered as interim;
b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
c) the Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

24.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

24.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause

24.1.8 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

24.1.9 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

24.1.10 If the Project Manager does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 24.4 [Arbitration].

24.1.11 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause 24.3.

**24.2 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.

**24.3 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.

**24.4 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.

### 24.5 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.

### 24.6 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.

### 24.7 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.

### 24.8 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[7]

36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The

Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

### 37. Changes in the Contract Price[8]

37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Entity.

37.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

### 38. Variations

38.1 All Variations shall be included in updated Programs9 produced by the Contractor.

38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

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[7]*In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:*

*36.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.*

[8]*In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows: The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.*

[9]*In lump sum contracts, add "and Activity Schedules" after "Programs."* [10]*In lump sum contracts, delete this paragraph.*

**39.**

39.1 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning

39.2 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

39.3 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.

39.4 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.

39.5 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.

**40. Cash Flow Forecasts**

40.1 When the Program[11], 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.

**41. Payment Certificates**

41.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

41.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

41.3 The value of work executed shall be determined by the Project Manager.

41.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed12.

41.5 The value of work executed shall include the valuation of Variations and Compensation Events.

41.6 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.

41.7 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*.

## 42. Payments

42.1 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.

42.2 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.

42.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

42.4 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.

## 43. Compensation Events

43.1 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.

43.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended

Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

43.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

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[11] *In lump sum contracts, add "or Activity Schedule" after "Program."*

[12] *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."*

43.4 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.

**44. Tax**

44.1 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.

**45. Currency y of Payment**

45.1 All payments under the contract shall be made in Kenya Shillings

**46. Price Adjustment**

46.1 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 Im/Io**

where: P is the adjustment factor for the portion of the Contract Price payable.

A and B are coefficients[13] **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.

46.2 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.

**47. Retention**

47.1 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.

47.2 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.

## 48. Liquidated Damages

48.1 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.

48.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

## 49. Bonus

49.1 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.

## 50. Advance Payment

50.1 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.

50.2 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.

50.3 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.

## 51. Securities

51.1 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.

## 52. Dayworks

52.1 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.

52.2 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.

52.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

**53. Cost of Repairs**

53.1 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

**54. Completion**

54.1 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.

**55. Taking Over**

55.1 The Procuring Entity shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

**56. Final Account**

56.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

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[13] *The sum of the two coefficients A and B should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the non-adjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other non-adjustable components. The sum of the adjustments for each currency are added to the Contract Price.*

**57. Operating and Maintenance Manuals**

57.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.

57.2 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.

**58. Termination**

58.1 The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

58.2 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.

58.3 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.

58.4 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.

58.5 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.

## 59. Payment upon Termination

59.1 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.

59.2 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.

## 60. Property

60.1 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.

## 61. Release from Performance

61.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

## SECTION IX - SPECIAL CONDITIONS OF CONTRACT

*Except where otherwise specified, all* Special *Conditions of Contract should be filled in by the Procuring Entity prior to issuance of the bidding document. Schedules and reports to be provided by the Procuring Entity should be annexed.*

| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
|---|---|
| **A. General** | |
| **GCC 1.1 (q)** | The Procuring Entity is *Tana Water Works Development Agency, P.O. Box 1292-10100 Nyeri* |
| **GCC 1.1 (u)** | The Intended Completion Date for the whole of the Works shall be: *[6 Months]*<br><br>*[If different dates are specified for completion of the Works by section ("sectional completion" or milestones), these dates should be listed here]* |
| **GCC 1.1 (x)** | The Project Manager is *Director Infrastructure Development, P.O. Box 1292-10100, Nyeri.* |
| **GCC 1.1 (z)** | The Site for the **Kanana Water Project** is as described in the scope of works under general description and objectives 1.1.1 *[as attached]* |
| **GCC 1.1 (cc)** | The Start Date shall be *[14 Days after contractor receives the letter of acceptance/award].* |
| **GCC 1.1 (gg)** | The Works consist of:<br>• *Laying of 11.5km HDPE Raw water gravity lines*<br>• *Drilling, development and test pumping of borehole, minimum diameter 254mm.* |
| **GCC 2.2** | Sectional Completions are: *[N/A]* |
| **GCC 5.1** | The Project Manager *may* **delegate** any of his duties and responsibilities. |
| **GCC 8.1** | Schedule of other contractors: *[insert Schedule of Other Contractors, if appropriate]* |
| **GCC 9.1** | **Key Personnel**<br>GCC 9.1 is replaced with the following:<br><br>9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.<br>A. Site Agent<br>B. Surveyor |

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---|---|
| | C. Foreman<br>D. Plumber<br>E. Project manager<br>F. Driller<br>G. Geologist/ Water Engineer |
| **GCC 13.1** | The minimum insurance amounts and deductibles shall be:<br>(a) for loss or damage to the Works, Plant and Materials: *[0.1% of the Contract Price per day]*.<br>(b) For loss or damage to Equipment: *[Ksh. 100,000]*.<br>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract *[Ksh. 80,000]*.<br>(d) for personal injury or death:<br>(i) of the Contractor's employees: *[Ksh. 50,000]*.<br>(ii) of other people: *[Ksh. 50,000]*. |
| **GCC 14.1** | The Site data for the **Kanana Water Project** is as described in the scope of works under general description and objectives . |
| **GCC 20.1** | The Site Possession Date(s) shall be: Not later than the Commencement Day, except for the following parts (if applicable, with detailed description of parts concerned: ___________14_____________days after Commencement Date |
| **GCC 23.1 & GCC 23.2** | Appointing Authority for the Adjudicator: Chairman of the Institution of Engineers of Kenya |
| | Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: As per the Chartered Institute of Arbitrators' Guidelines. |
| **B. Time Control** | |
| **GCC 26.1** | The Contractor shall submit for approval a Program for the Works within ***14*** days from the date of the Letter of Acceptance. |
| **GCC 26.3** | The period between Program updates is 30 days.<br>The amount to be withheld for late submission of an updated Program is ***Kshs.5000 per day*** |
| **C. Quality Control** | |
| **GCC 34.1** | The Defects Liability Period is: ***365* days**. |

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---|---|
| **D. Cost Control** | |
| **GCC 38.9** | If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be **N/A** of the reduction in the Contract Price. **N/A** |
| **GCC 44.1** | The currency of the Procuring Entity's Country is: ***Kenya Shillings*** |
| **GCC 45.1** | The Contract *[“is not”]* subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients *[“does not”]* apply.<br>*[Price adjustment is mandatory for contracts which provide for time of completion exceeding 18 months]*<br>The coefficients for adjustment of prices are:<br>(a) *[insert percentage]* percent nonadjustable element (coefficient A) **N/A**<br>(b) *[insert percentage]* percent adjustable element (coefficient B) **N/A**<br>(c) The Index I for shall be *[insert index]*. **N/A** |
| **GCC 46.1** | The proportion of payments retained is**: *10%***<br>*[The retention amount is usually close to 5 percent and in no case exceeds 10 percent.]* |
| **GCC 47.1** | The liquidated damages for the whole of the Works are **0.1%** of the contract sum per day. The maximum amount of liquidated damages for the whole of the Works is ***10%*** of the final Contract Price. |
| **GCC 48.1** | The Bonus for the whole of the Works is *N/A*. The maximum amount of Bonus for the whole of the Works is **N/A** |
| **GCC 49.1** | The Advance Payments shall be: **N/A** |
| **GCC 50.1** | The Performance Security amount is: **KES 200,000 (Kenya Shillings Two Hundred Thousand Only)**<br>(a) Performance Security – Bank Guarantee |
| **E. Finishing the Contract** | |
| **GCC 56.1** | The date by which operating and maintenance manuals are required is: **6 months after substantial completion**<br>The date by which “as built” drawings are required is: ***6 months after substantial completion*** |
| **GCC 56.2** | The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is ***Kshs.100,000 for each.*** |
| **GCC 58.2 (g)** | The maximum number of days is: **100 days** |
| **GCC 59.1** | The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, is *10% of the uncompleted works.* |

## 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.

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## 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: *Tana Water Works Development Agency*
   - *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. <u>How to request a debriefing</u>
   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. <u>How to make a complaint</u>**
   a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).
   b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
      i) Attention: [*insert full name of person, if applicable*]
      ii) Title/position: [*insert title/position*]
      iii) Agency: [*insert name of Procuring Entity*]
      iv) Email address: [*insert email address*]

c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website info@ppra.go.ke or complaints@ppra.go.ke.

   You should read these documents before preparing and submitting your complaint.

e) There are four essential requirements:

   i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.

   ii) The complaint can only challenge the decision to award the contract.

   iii) You must submit the complaint within the period stated above.

   iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

   i) DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).

   ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.

   iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

**Signature:**____________________________________ **Name:**__________________

**Title/position:**___________________________________ **Telephone:**__ **Email:** ____________

**FORM NO. 2 - REQUEST FOR REVIEW**

**FORM FOR REVIEW(r.203(1))**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

**APPLICATION NO…………….OF……….….20……..**

**BETWEEN**

**…………………………..…………………………………APPLICANT**

**AND**

**…………………………………RESPONDENT (Procuring Entity)**

Request for review of the decision of the………….. (Name of the Procuring Entity 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……

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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* ),[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

4. This guarantee shall expire, no later than the …. Day of ………., 2...…[2], or date of issuance of a certificate of completion, whichever is earlier and any demand for payment under it must be received by us at the office indicated above on or before that date.

5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year],* in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

   *[Name of Authorized Official, signature(s) and seals/stamps*].

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

*[1]The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.*

*[2]Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

**FORM No. 6 - PERFORMANCE SECURITY**

**[Option 2– Performance Bond]**

*[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:**________________________________*[insert name and Address of* Procuring Entity*]* **Date:** ____________________________________*[Insert date of issue]*.

**PERFORMANCE BOND No.:**______________________________

**Guarantor: [***Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond______________________________as Principal (hereinafter called "the Contractor") and____________________________________________________] as Surety (hereinafter called "the Surety"), are held and firmly bound unto______________________________] as Obligee (hereinafter called "the Procuring Entity") in the amount of_______________________for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the ____________day of__________, 20 , for____________in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
   1) complete the Contract in accordance with its terms and conditions; or
   2) obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
   3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day_of_________________20______.

SIGNED ON_____________________________________on behalfof By__in the capacity of In the presence of

SIGNED ON_____________________________________on behalf of By_in the capacity of In the presence of

## FORM NO. 7 - ADVANCE PAYMENT SECURITY

**[Demand Bank Guarantee]**

*[Guarantor letterhead]*

**Beneficiary:___________________** *[Insert name and Address of* Procuring Entity*]*
**Date:_________________________** *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.: __________** *[Insert guarantee reference number]*

**Guarantor: _________________[***Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that_____________(hereinafter called "the Contractor") has entered into Contract No._____*dated*___________with the Beneficiary, for the execution of __________________ (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum
__________(*in words*) is to be made against an advance payment guarantee.

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_________(*in words*_________________)[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
   a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
   b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number______at____.

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the _____ day of___, 2 ,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months][one year],* in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

*[Name of Authorized Official, signature(s) and seals/stamps*]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted***

***from the final product.***

*The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.*

[2]*Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

**FORM NO. 8 - RETENTION MONEY SECURITY**

**[Demand Bank Guarantee]**

*[Guarantor letterhead]*

**Beneficiary:** __________________*[Insert name and Address of* Procuring Entity*]*

**Date:**______________________________*[Insert date of issue]*

**Advance payment guarantee no.** *[Insert guarantee reference number]*

**Guarantor: [***Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that______________*[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No.
____________*[insert reference number of the contract]* dated_________with the Beneficiary, for the execution of____________________*[insert name of contract and brief description of* Works*]* (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[*insert the second half of the Retention Money] is to be made against a Retention Money guarantee.

3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*______(*[insert amount in words*_______________*])*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number________________at______*[insert name and address of Applicant's bank]*.

5. This guarantee shall expire no later than the …......................... Day of …..........................……, 2.................…[2], and any demand for payment under it must be received by us at the office indicated above on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year],* in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

*[Name of Authorized Official, signature(s) and seals/stamps*]
***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

*[1]The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.*

*[2]Insert a date that is twenty-eight days after the expiry of retention period after the actual completion date of the contract. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

**FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM**

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

***INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM***

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.*

Tender Reference No.:________________________________________[*insert identification no*]

Name of the Tender Title/Description:___________________________*[insert name of the assignment]* to:_________________*[insert complete name of Procuring Entity]*

In response to the requirement in your notification of award dated_*[insert date of notification of award]* to furnish additional information on beneficial ownership:____________*[select one option as applicable and delete the options that are not applicable]*

I) We here by provide the following beneficial ownership information.

**Details of beneficial ownership Form**

| | **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<br><br>Indirectly----------% of shares | Directly…… ……….% of voting rights<br><br>Indirectly----------% of voting rights | 1.Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----<br>2.Is this right held directly or indirectly?:<br><br>Direct………… ………<br><br>Indirect………… ……... | 1.Exercises significant influence or control over the Company body of the Company (tenderer)<br><br>Yes -----No----<br><br>2.Is this influence or control exercised directly or indirectly?<br><br>Direct………… ..<br><br>Indirect……… … |
| | National identity card number or Passport number | | | | | |
| | Personal Identification Number (where applicable) | | | | | |
| | Nationality | | | | | |
| | Date of birth *[dd/mm/yyyy]* | | | | | |
| | Postal address | | | | | |
| | Residential address | | | | | |
| | Telephone number | | | | | |
| | Email address | | | | | |
| | Occupation or profession | | | | | |
| | | | | | | |
| **2.** | Full Name | | Directly----------- % of shares<br><br>Indirectly----------% of shares | Directly…… ……….% of voting rights<br><br>Indirectly----------% of voting rights | 1.Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- | 1.Exercises significant influence or control over the Company body of the Company (tenderer)<br>Yes -----No---- |
| | National identity card number or Passport number | | | | | |
| | Personal Identification Number (where applicable) | | | | | |

| | **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)** |
|---|---|---|---|---|---|---|
| | Nationality(ies) | | | | 2.Is this right held directly or indirectly?: Direct………………… Indirect…………………... | 2.Is this influence or control exercised directly or indirectly? Direct………….. Indirect………… |
| | Date of birth *[dd/mm/yyyy]* | | | | | |
| | Postal address | | | | | |
| | Residential address | | | | | |
| | Telephone number | | | | | |
| | Email address | | | | | |
| | Occupation or profession | | | | | |
| | | | | | | |
| **3.** | | | | | | |
| | | | | | | |
| **e.** | | | | | | |
| **t. c** | | | | | | |

*II)* Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

(a) holds at least ten percent of the issued shares in the company either directly or indirectly;

(b) exercises at least ten percent of the voting rights in the company either directly or indirectly;

(c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

*Name of the Tenderer: .......................*[insert complete name of the Tenderer]* _______

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

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

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

*Date this ....................... [insert date of signing] day of....................... [Insert month], [insert year]*

Bidder Official Stamp

020 3244000, 2213106/7

Email: info@ppra.go.ke