



COUNTY GOVERNMENT OF MARSABIT

DROUGHT RESILIENCE PROGRAMME IN NORTHERN KENYA (DRPNK)

BMZ No. 201365360

P.O. BOX 384-60500 MARSABIT

Email : supplychain@marsabit.go.ke

TENDER DOCUMENT

FOR

**DRILLING AND EQUIPPING OF A NEW BOREHOLE AND ANCILLARY
STRUCTURES AT KUBI ADHI VILLAGE, DUKANA LOCATION, DUKANA
WARD, NORTH HERR CLUSTER, MARSABIT COUNTY.**

TENDER NO.

MBT/COU/AGRI/DRPNK/47/2024-2025

TENDER INVITATION DATE: 25TH SEPTEMBER 2024

(OPEN TO ALL TENDERERS)

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INVITATION TO TENDER

PROCURING ENTITY: County Government of Marsabit, P.O. Box 384-60500 Marsabit.

TENDER NAME: *Drilling and equipping of a new borehole and ancillary structures at Kubi Adhi village, Dukana Location, Dukana Ward, North Horr Cluster, Marsabit County.*

TENDER No: MBT/COU/AGRI/DRPNK/47/2024-2025

1. The (County Government of Marsabit) invites sealed tenders from eligible candidates for *Drilling and equipping of a new borehole and ancillary structures*.
2. Tendering will be conducted under open National Competitive Bidding (NCB) using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours [0800 to 1700 hours] at the address given below.

County Government of Marsabit

Director Supply Chain Management Services

Physical Address: Procurement Office, Marsabit County Headquarters, Marsabit.

Email address: supplychain@marsabit.go.ke and drpnk@marsabit.go.ke

4. Tender documents may be obtained electronically from the www.tenders.go.ke and county's Website www.marsabit.go.ke. Tender documents obtained electronically will be free of charge.
5. **Tenders shall be quoted in Kenya Shillings and shall include all taxes unless stated otherwise in the Tender Data Sheet. Tenders shall remain valid for 120 days from the date of opening of tenders.**
6. All Tenders **must** be accompanied by a *Duly filled Tender Securing Declaration*.
7. The Tenderer **shall** chronologically serialize all pages of the tender documents submitted.
8. The tenderer shall submit ONE original and TWO hard copies.
9. Completed tenders must be delivered to the address below on or before **16th October, 2024 at 11.00am**.
10. Electronic Tenders **will not** be permitted.
11. 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.
12. Late tenders will be rejected.

The addresses referred to above are:

A. Address for Submission of Tenders. (Office or Tender Box)

County Government of Marsabit

Tender box situated at Marsabit County Headquarters Reception, Marsabit.

P.O Box 384-60500 Marsabit, Kenya.

Email: supplychain@marsabit.go.ke and drpnk@marsabit.go.ke

B. Address for Opening of Tenders.

County Government of Marsabit

Procurement Office, Marsabit County Headquarters, Marsabit.

P.O Box 384-60500 Marsabit, Kenya.

Email: supplychain@marsabit.go.ke and drpnk@marsabit.go.ke

Orge G. Bajji

CHIEF OFFICER AGRICULTURE

COUNTY GOVERNMENT OF MARSABIT

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

1. Scope of Tender and Source of funds

- 1.1 The Procuring Entity as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The name, identification, and number of lots (contracts) of this Tender Document are **specified in the TDS**.
- 1.2 In connection with the Invitation for Tender specified in the Tender Data Sheet (TDS), the Employer, as specified in the TDS, issues these Tendering Documents ("Tendering Documents") to Tenderers ("Tenderers") interested in submitting Tenders ("Tenders") for the Works described in Section VII, Works Requirements. In case the Works are to be bid as individual contracts (i.e. the slice and package procedure), these are listed in the TDS. The National Competitive Bidding ("NCB") number corresponding to this tendering process is also provided in the TDS.
- 1.3 The successful Tenderer shall be expected to complete the Works by the Intended Completion Date specified in the TDS and in the Appendix to Tender.
- 1.4 Throughout these Tendering Documents:
 - a) The term "in writing" means communicated in written form and delivered against receipt;
 - b) Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - c) "Day" means calendar day.
- 1.5 The Employer as indicated in the TDS has applied for or received financing (hereinafter called "funds") from KfW Development Bank (hereinafter called "KfW") towards the cost of the project named in the TDS. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) resulting from this tendering process.

2. Fraud and Corruption

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

3. Eligible Tenderers

- 3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.7 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives (*spouses*,

children, brothers, sisters and uncles and aunts) are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the TDS.

- 3.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers, Sister, Uncles or Aunts. Child, Parent, Brother, Sister Uncles or Aunts of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 3.3 A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:
- a) Directly or indirectly controls, is controlled by or is under common control with another tenderer; or
 - b) Receives or has received any direct or indirect subsidy from another tenderer; or
 - c) Has the same legal representative as another tenderer; or
 - d) Has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process; or
 - e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender; or
 - f) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer for the Contract implementation; or
 - g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document or
 - h) Has a close business or family relationship with a professional staff of the Procuring Entity who:
 1. 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
 2. would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.
- 3.4 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved any of these practices shall be automatically disqualified.
- 3.5 A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
- 3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.
- 3.7 Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.
- 3.8 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are accredited by PPRA to be (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support

from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.

- 3.9 A Firms and individuals may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 3.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in “*SECTION III - EVALUATION AND QUALIFICATION CRITERIA, Item 9*”.
- 3.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan Citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 3.12 The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website www.nca.go.ke.
- 3.13 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 3.14 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.
- 3.15 A Tenderer shall not be under suspension from tendering by the Employer as the result of the execution of a Bid–Securing Declaration.
- 3.16 This bidding is open only to eligible Tenderers, who will be subject to qualification.
- 3.17 A Tenderer shall provide such evidence of eligibility satisfactory to the Employer, as specified in ITT 18.1 or as the Employer shall reasonably request.
- 3.18 Partners in a joint venture shall be jointly and severally liable for the execution of the Contract.

4. Eligible Goods, Equipment, and Services

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

5. Tenderer's Responsibilities

- 5.1 The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Procuring Entity will in no case be responsible or liable for those costs.
- 5.2 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.
- 5.3 The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity against all liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the inspection.
- 5.4 The tenderer shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including charts, as necessary or required.

B. Contents of Tender Documents

6. Sections of Tender Document

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

PART 1 Tendering Procedures

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

PART 2 Works Requirements

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

PART 3 Conditions of Contract and Contract Forms

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

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

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

7. Site Visit

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

8. Pre-Tender Meeting

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

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

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

9. Clarification and amendments of Tender Documents

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

10. Amendment of Tendering Document

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

C. Preparation of Tenders

11. Cost of Tendering

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

12. Language of Tender

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

13. Documents Comprising the Tender

- 13.1 The Tender shall comprise the following:

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

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

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

14. Form of Tender and Schedules

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

15. Alternative Tenders

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

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

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

16. Tender Prices and Discounts

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

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

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

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

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

cases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.

- 16.6 Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 16.4, provided the Tenders for all lots (contracts) are opened at the same time.
- 16.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.
- 16.8 Tenders shall be quoted in Kenya Shillings and shall include all taxes unless stated otherwise in the Tender Data Sheet.
- 16.9 The contract type involved in this tender for works shall be Ad Measurement (ADM).

17. Currencies of Tender and Payment

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

18. Documents Comprising the Technical Proposal

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

19. Documents Establishing the Eligibility and Qualifications of the Tenderer

- 19.1 Tenderers shall complete the Form of Tender, included in Section IV, Tender Forms, to establish Tenderer's eligibility in accordance with ITT 4.
- 19.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.
- 19.3 A margin of preference will not be allowed. Preference and reservations will be allowed, individually or in joint ventures. Applying for eligibility for Preference and reservations shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.
- 19.4 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.
- 19.5 The purpose of the information described in ITT 19.4 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 19.6 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 19.7 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at

the date of submission to the Procuring Entity.

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

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

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

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

20. Period of Validity of Tenders

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

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

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

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

21. Tender Security

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

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

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

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

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

21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the

Performance Security and any other documents required in the **TDS**. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined nonresponsive or a tenderer declines to extend tender validity period.

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

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

- e) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension thereto provided by the Tenderer; or
- f) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 50; or
 - ii) furnish a Performance Security and if required in the **TDS**, and any other documents required in the **TDS**.

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

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

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

22. Format and Signing of Tender

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

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

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

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

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

D. Submission and Opening of Tenders

23. Sealing and Marking of Tenders

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

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

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

The inner and outer 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.
- d) bear a warning not to open before the time and date for tender opening.

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

24. Deadline for Submission of Tenders

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

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

25. Late Tenders

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

26. Withdrawal, Substitution, and Modification of Tenders

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

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

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

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

27. Tender Opening

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

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

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

27.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid

authorization to request the modification and is read out at Tender opening.

27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS**.

27.7 At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 25.1).

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

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

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

E. Evaluation and Comparison of Tenders

28. Confidentiality

28.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 46.

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

28.3 Notwithstanding ITT 28.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any **matter related to the tendering process, it shall do so in writing**.

29. Clarification of Tenders

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

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

30. Deviations, Reservations, and Omissions

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

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

31. Determination of Responsiveness

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

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

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

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

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

32. Non-material Non-conformities

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

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

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

33. Arithmetical Errors

33.1 Provided that the Tender is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless, only for admeasurement contracts, the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

33.2 Tenderer(s) shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITT 33.1 shall result in the rejection of the Tender.

34. Currency provisions

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

35. Margin of Preference and Reservations

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

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

36. Nominated Subcontractors

- 36.1 Unless otherwise stated in the **TDS**, the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Procuring Entity.
- 36.2 Tenderers may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the **TDS**. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.
- 36.3 The subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated by the Procuring Entity in the **TDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

37. Evaluation of Tenders

- 37.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Best Evaluated Tender in accordance with ITT 40.
- 37.2 To evaluate a Tender, the Procuring Entity shall consider the following:
- a) price adjustment due to discounts offered in accordance with ITT16;
 - b) converting the amount resulting from applying (a) above, if relevant, to a single currency in accordance with ITT39;
 - c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 30.3; and
 - d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.
- 37.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 37.4 In the case of multiple contracts or lots, Tenderers shall be allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the **Form of Tender, is specified in Section III, Evaluation and Qualification Criteria.**

38. Comparison of Tenders

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

39. Abnormally Low Tenders

- 39.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.
- 39.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 39.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

40. Abnormally High Tenders

- 40.1 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 40.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity

may accept or not accept the tender depending on the Procuring Entity's budget considerations.

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

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

41. Unbalanced and/or Front-Loaded Tenders

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

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

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

42. Qualifications of the Tenderer

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

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

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

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

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

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

43. Best Evaluated Tender

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

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

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

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

F. Award of Contract

45. Award Criteria

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

46. Notice of Intention to enter into a Contract

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

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

47. Standstill Period

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

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

48. Debriefing by the Procuring Entity

48.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 46, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

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

49. Letter of Award

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

50. Signing of Contract

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

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

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

51. Appointment of Adjudicator

51.1 The Procuring Entity proposes the person named in the **TDS** to be appointed as Adjudicator under the Contract, at the hourly fee specified in the **TDS**, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in his Tender. If, in the Letter of Acceptance, the Procuring Entity does not agree on the

appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the Special Conditions of Contract (SCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

52. Performance Security

- 52.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 40.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.
- 52.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS**, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.
- 52.3 Performance security shall not be required for contracts estimated to cost less than Kenya shillings five million shillings.

53. Publication of Procurement Contract

- 53.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:
- a) name and address of the Procuring Entity;
 - b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
 - c) the name of the successful Tenderer, the final total contract price, the contract duration.
 - d) dates of signature, commencement and completion of contract;
 - e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

54. Procurement Related Complaints and Administrative Review

- 54.1 The procedures for making Procurement-related Complaints are as specified in the **TDS**.
- 54.2 A request for administrative review shall be made in the form provided under contract forms.

G. KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

55. Sanctionable Practice

- 55.1 The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.
- 55.2 By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.
- 55.3 Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract, and to have them audited by auditors appointed by KfW.
- 55.4 KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:
- a) reject an Offer for Award of Contract if during the Tender Process the Tenderer who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of

being awarded the Contract;

- b) declare misprocurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

55.5 KfW defines, for the purposes of this provision, the terms set forth below as follows:

- a) **Coercive Practice:** The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
- b) **Collusive Practice:** An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
- c) **Corrupt Practice:** The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
- d) **Fraudulent Practice:** Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
- e) **Obstructive Practice:** Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
- f) **Sanctionable Practice:** Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

56. Social and Environmental Responsibility

56.1 Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender-based violence) Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

- a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organization (ILO) and international environmental treaties and;
- b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

SECTION II - TENDER DATA SHEET (TDS)

The County Government of Marsabit is one of Project Executing Agency for Drought Resilience Programme in Northern Kenya (DRPNK), a programme jointly funded by German Development Cooperation through KfW bank and Government of Kenya. Objective of the programme is to strengthen Drought resilience and climate change adaptive capacities of pastoral and Agro-pastoral production systems and livelihoods in selected areas of the implementing counties on a sustainable basis by drilling and equipping of a new Kubi Adhi borehole and ancillary structures for livestock use, micro irrigation and general household use as defined under Part II (works requirement).

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The name of the contract is <i>DRILLING AND EQUIPPING OF BOREHOLE AND ANCILLARY STRUCTURES AT KUBI ADHI VILLAGE, DUKANA LOCATION, DUKANA WARD, NORTH HERR CLUSTER, MARSABIT COUNTY.</i> The reference number of the Contract is <i>MBT/COU/AGRI/DRPNK/47/2024-2025</i>
ITT 2.3	The Information made available on competing firms is as follows: <i>N/A</i>
ITT 2.4	The firm that provided consulting services for the contract being tendered for are: <i>N/A</i>
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: <i>NOT ALLOWED.</i>
	B. Contents of Tender Document
8.1	A) Pre-Tender conference shall take place at the following date, time and place: Date: 3 rd October 2024 Time: 2:00 PM Place: DRPNK Office, Marsabit (B) A pre-arranged pretender visits of the site of the works shall take place at the following date, time and place: Date: 4 th October 2024 Time: 9:00 AM Place: Dukana Location, North Horr Cluster.
ITT 8.2	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than 7 (seven) days before the date of tender opening.
ITT 8.4	The Procuring Entity's website where the pre-arranged pretender site visit will be published is www.marsabit.go.ke .
ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is: (1) Name of Procuring Entity County Government of Marsabit Director Supply Chain Management Services Physical Address: Procurement Office, Marsabit County Headquarters, Marsabit. Email address: supplychain@marsabit.go.ke and drpnk@marsabit.go.ke (2) Physical address for hand Courier Delivery to an office or Tender Box (City, Street, Building, Floor Number and Room) County Government of Marsabit Tender box situated at Marsabit County Headquarters Reception, Marsabit. P.O Box 384-60500 Marsabit, Kenya. Email: supplychain@marsabit.go.ke and drpnk@marsabit.go.ke
	C. Preparation of Tenders
ITP 13.1 (h)	The Tenderer shall submit the following additional documents in its Tender: <i>N/A, unless requested in writing.</i>

	<p>A detailed proposal on the Methodology for implementation of the works. The methodology must include the main components of the project as detailed in the scope including assurance of quality of work. The methodology shall not be less than five (5) pages and shall be typed, font 12 Times New Roman and single spacing.</p> <p>In addition, the Tenderer shall provide an ESHS Methodology providing information on how the Tenderer shall provide detailed information on the management of the following items:</p> <ul style="list-style-type: none"> (a) Project Areas description (base camps, quarries, borrow pits, storage areas); (b) Health & Safety on Project Areas; (c) Relations with stakeholders, information and consultation of local communities and authorities; (d) Protection of water resources; (e) Atmospheric emissions, noise and vibrations; (f) Waste management; (g) Biodiversity: protection of fauna and flora; (h) Site rehabilitation and revegetation; (i) Erosion and sedimentation; (j) Control of infectious and communicable diseases (HIV/AIDS, malaria...). (k) Local labour and relations with local communities <p><i>A tender for which the ESHS Methodology is evaluated as non-substantially responsive (i.e. with material deviation, reservation or omission) to the ESHS Specifications shall be rejected.</i></p> <p>Proposed Program of Works in form of a detailed Gantt chart. The same must be signed by tenderer.</p>
ITT 15.1	Alternative Tenders <i>shall not be</i> considered.
ITT 15.2	Alternative times for completion <i>shall not be</i> permitted.
ITT 15.4	Alternative technical solutions shall be permitted for the following parts of the Works: <i>N/A</i>
ITT 16.5	The prices quoted by the Tenderer shall be <i>Fixed</i>
ITT 16.8	Drought Resilience Programme in Northern Kenya (DRPNK) is (exercise duty, import duty, VAT, IDF, & RDL) tax exempted for; goods, materials, equipment and hire of machinery. The Tenderers should quote unit prices less applicable taxes for such goods, materials, equipment and hire of machinery. Tax exemption on specific goods, materials, equipment and hire of machinery to be used by the Tenderer under this contract shall be processed by the Procuring Entity upon submission of specific request in the master list and valid proforma invoices.
ITT 16.9	The contract type involved in this tender for works shall be Ad Measurement (ADM).
ITT 20.1	The Tender validity period shall be 120 days.
ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 20.3 (a)	<p>(a) The delayed to exceeding_____ N/A _____ number of days.</p> <p>(b) The Tender price shall be adjusted by the following percentages of the tender price:</p> <p>(i) By_____ N/A _____% of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and</p> <p>(ii) By_____ N/A _____% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.</p>

ITT 21.1	<p>A Tender Security <i>shall not be</i> required.</p> <p>A Tender-Securing Declaration <i>shall be</i> required.</p> <p>If a Tender Security shall be required, the amount and currency of the Tender Security shall be KES. <i>N/A</i></p>
ITT 21.2 (d)	The other Tender Security shall be in form of a Demand Bank Guarantee .
ITT 21.5	<p>On the Performance Security, other documents required shall be</p> <ol style="list-style-type: none"> 1. <i>Beneficial Ownership Declaration form</i> 2. <i>KfW Declaration of undertaking</i>
ITT 22.1	In addition to the original of the Tender, the number of copies is: Two (2) hard copies
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: written power of attorney drawn by commissioner for oaths and signed by the Director(s) providing the power of attorney.
D. Submission and Opening of Tenders	
ITT 24.1	<p>(A) For <u>Tender submission purposes</u> only, the Procuring Entity's address is:</p> <p>County Government of Marsabit Tender box situated at Marsabit County Headquarters Reception, Marsabit. P.O Box 384-60500 Marsabit, Kenya. Email: supplychain@marsabit.go.ke and drpnk@marsabit.go.ke</p> <p>Date and time for submission of Tenders shall not be later than 16th October 2024 at 11:00 AM.</p> <p>Tenders shall not submit tenders electronically.</p>
ITT 27.1	<p>The Tender opening shall take place at the time and the address for the Opening of Tenders provided below:</p> <p>County Government of Marsabit Procurement Office, Marsabit County Headquarters, Marsabit. P.O Box 384-60500 Marsabit, Kenya. Email: supplychain@marsabit.go.ke and drpnk@marsabit.go.ke</p> <p>Date and time of tender opening shall be on 16th October 2024 at 11.30 AM.</p>
ITT 27.1	If Tenderers are allowed to submit Tenders electronically, they shall follow the electronic tender submission procedures <i>N/A</i>
ITT 27.6	The number of representatives of the Procuring Entity to sign is: All members of the opening committee .
ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
E. Evaluation, and Comparison of Tenders	
ITT 32.3	The adjustment shall be based on the price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate: <i>N/A</i>
ITT 35.2	The invitation to tender is extended to the following groups that qualify for Reservations: OPEN TO ALL TENDERERS
ITT 36.1	At this time, the Procuring Entity <i>does not intend</i> to execute certain specific parts of the Works by subcontractors selected in advance.
ITT 36.2	<p>Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: <u><i>N/A</i></u> of the total contract amount.</p> <p>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. <i>N/A</i></p>

ITT 36.3	The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows: <i>N/A</i>
ITT 37.2 (d)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
ITT 51.1	The person named to be appointed as Adjudicator is as nominated by the Employer who is registered by the Chartered Institute of Arbitrators (CIARB) at an hourly fee of KES as provided by CIARB per day.
ITT 52.2	Other documents required are Form No. 9 Beneficial Ownership Disclosure Form and KfW Declaration of undertaking.
ITT 54.1	The procedures for making a Procurement-related Complaints are detailed in the “Regulations” available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke . If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or e-mail detailed above).

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

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

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

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

2. Evaluation and contract award Criteria

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

3. 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.

Table 1: Preliminary examination

ItemNo.	Evaluation Criteria / Condition / Requirement Description		Clause Ref.(Confirmthe cross reference)	Requirement Priority
(A) PRELIMINARY EVALUATION CRITERIA				
1)	Tender Securing Declaration form	Provide duly filled, signed and stamped tender securing Declaration form	Form	Must be submitted
2)	Confidential Business Questionnaire, Certificate ofIndependent Tender Determination and Tenderer's declaration and commitment to code of ethics	A) Properly and dully filled, signed and stamped form of bid and appendix to form of bid by the authorized person through the power of attorney. with a bid validity one hundred twenty (120)days, from the specified date of bid opening {(120) days}. B) In addition: C) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. D) The Form of Tender shall include the following Forms dulycompleted and signed by the Tenderer. a) Properly and dully filled, signed and stamped Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest. b) Properly and dully filled, signed and stamped Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers. c) Properly and dully filled, signed and stamped Tenderer's declaration and commitment to code of ethics.	Other forms part A, B and C	Must be filled/submitted
3)	Certificate of Incorporation	Certified Certificate of Incorporation or Business Registration issued by Registrar of Companies.	Attachment	Must be submitted
4)	CR12	Current Certified CR12 Certificate (dated within 12 Months before date of opening) from the Registrar of Companies. This should be provided with Identification Documents of Directors and all individuals listed on the CR12. (ID or Passport). For Corporate Directors, CR12 or its equivalent for the corporate directors, Identification Documents for the corporate Director and its directors MUST be provided.	Attachment	Must be submitted
5)	Single Business permit	Valid certified Current Single Business permit	Attachment	Must be submitted
6)	Tax Compliance	Valid Tax Compliance Certificate.	Attachment	Must be submitted
7)	Certificate of Registration	Current Certificate of Registration with National Construction Authority in the Category “NCA 7 and above ” together with a valid NCA practicing license	Attachment	Must be submitted
8)	Pre-tender site visit certificate	Pre-Tender Site Visit Certificate duly endorsed by the Procuring Entity.	Attachment	Must be submitted
9)	Power of attorney	Submit a written power of attorney authorizing the signatory of thebid to commit the Tenderer Witnessed by a Commissioner of Oaths.	Attachment	Must be submitted
10)	Serialization	Chronological Serialization of all the pages of the tender document.	should be sequential in the format of 1 of x,2 of x,3 of x.....From the first page to the last page.	Must be Serialized

ItemNo.	Evaluation Criteria / Condition / Requirement Description		Clause Ref.(Confirm the cross reference)	Requirement Priority
11)	<i>Tender Document</i>	The Tender submission SHALL be as follows: (a) One Original clearly marked “ ORIGINAL ”, (b) Two hard copy clearly marked “ COPY ”	One ORIGINAL and 2 hard copies	Must be submitted
12)	<i>Audited Accounts</i>	Submission of Audited Accounts or equivalent acceptable to the Employer, for the last three [3] years to demonstrate: the current soundness of the applicant’s financial position and its prospective long-term profitability, and capacity to have a cash flow amount, turnover and working capital.	Attachment	Must be submitted
13)	<i>Priced Bill of Quantities</i>	Provide a Properly and dully filled, signed and stamped Bill of Quantities (any alterations should be countersigned by the authorized person)	Section VII	Must be Filled
14)	<i>KfW Declaration of Undertakings</i>	Provide a Properly and dully filled, signed and stamped KfW Declaration of undertakings	Form	Must be Filled
15)	Provide a Properly and dully filled, signed and stamped, the following schedules of supplementary information. NOTE: <i>That Tenderers should not alter the format of any of the forms under this section. Any alteration shall lead to disqualification of the bid</i>			
1)	<i>Form of Equipment</i>	Properly and dully filled, signed and stamped form of Equipment (A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer)	FORM EQU:	Must be Filled
2)	<i>Key Personnel form</i>	Properly and dully filled, signed and stamped 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 separately for each personnel/ candidate; with declaration for both parties; data on their experience should be provided).	FORM PER-1	Must be Filled
3)	<i>Resume and declaration form</i>	Properly and dully filled, signed and stamped Resume and declaration form of contractors representative and key personnel	FORM PER-2	
4)	<i>Tenderers qualification without pre-qualification</i>	Properly and dully filled, signed and stamped form of tenderers qualification without pre-qualification. FORM ELI-1.1 (Properly and dully filled, signed and stamped form of Tenderer Information) Attach copies of original documents of [check the box(es) of the attached original documents] 1) 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 4.4. 2) A current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority, if tenderer is a Kenyan tenderer, in accordance with ITT 4.15. In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.	FORM ELI-1.1	Must be Filled

ItemNo.	Evaluation Criteria / Condition / Requirement Description		Clause Ref.(Confirm the cross reference)	Requirement Priority
5)	<i>Historical Contract Non-Performance, Pending Litigation and Litigation History</i>	Properly and dully filled, signed and stamped form of Historical Contract Non-Performance, Pending Litigation and Litigation History	FORM CON- 2	Must be Filled
6)	<i>Financial Situation and Performance</i>	Properly and dully filled, signed and stamped of Financial Situation and Performance	FORM FIN –3.1	Must be Filled
	<i>Form of Sources of Finance</i>	Properly and dully filled, signed and stamped form of Sources of Finance		
	<i>Form of financial documents</i>	Properly and dully filled, signed and stamped form of financial documents		
7)	<i>Average Annual Construction Turnover</i>	Properly and dully filled, signed and stamped form of Average Annual Construction Turnover	FORM FIN – 3.2	Must be Filled
8)	<i>Form of Financial Resources</i>	Properly and dully filled, signed and stamped form of Financial Resources	FORM FIN –3.3	Must be Filled
9)	<i>Current Contract Commitments / Works in Progress</i>	Properly and dully filled, signed and stamped form of Current Contract Commitments / Works in Progress	FORM FIN-3.4	Must be Filled
10)	<i>Form of General Construction Experience</i>	Properly and dully filled, signed and stamped form of General Construction Experience	FORM EXP-4.1	Must be Filled
11)	<i>Specific Construction and Contract Management Experience</i>	Properly and dully filled, signed and stamped of Specific Construction and Contract Management Experience.	FORM EXP - 4.2(a)	Must be Filled
12)	<i>Form of Construction Experience in Key Activities</i>	Properly and dully filled, signed and stamped form of Construction Experience in Key Activities (<i>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.</i>)	FORM EXP - 4.2(b)	Must be Filled
13)	<i>Form of Self-declaration</i>	Properly and dully filled, signed and stamped form of Self-declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015.	FORM SD1:	Must be Filled
14)	<i>Form of Self-declaration</i>	Properly and dully filled, signed and stamped Self- Declaration of the Tenderer– to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.	FORM SD2:	
15)	<i>Form of -fraud and corruption</i>	Must submit APPENDIX 1 form of -fraud and corruption must be attached (<i>Appendix 1 shall not be modified</i>).	APPENDIX 1	Must be Submitted
B) DETAILED EVALUATION CRITERIA				
(i) TECHNICAL & FINANCIAL CAPACITY EVALUATION CRITERIA				
Technical Evaluation Criteria will be as per Table 2 & 3 given below. Tenders that do not pass the Technical & Financial Capacity Examination will be considered non- responsive and will not be considered further.				
C) MARGIN OF PREFERENCE AND RESERVATIONS				

ItemNo.	Evaluation Criteria / Condition / Requirement Description		Clause Ref. (Confirm the cross reference)	Requirement Priority
16)	Procuring Entity will grant a margin of preference in accordance to Clause 147 and 148 respectively of the PPADR 2020 citizen contractor registered outside Kenya shall only be eligible to benefit from the preferences and reservations scheme when bidding in international tendering and competition. For international/Open Tenders, a margin of preference shall be applied as follows: -		ITT 33 (Include where Applicable)	Must Meet
	Group A:	Ten percent (10%) margin of preference of the evaluated price of the tender, where the percentage of shareholding of Kenyan citizens is more than fifty percent (50%);		
	Group B:	Eight percent (8%) margin of preference of the evaluated price of the tender, where the percentage of shareholding of Kenyan citizens is less than fifty percent (50%) but above twenty percent (20%); and		
	Group C:	Six percent (6%) margin of preference of the evaluated price of the tender, where percentage of shareholding of Kenyan citizens is above five percent (5%) and less than twenty percent (20%).		
D) ERROR CHECK				
17)	Provided that the Tender is substantially responsive, the Employer shall correct arithmetical errors on the following basis:		ITT 33	Must Meet
	A. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;			
	B. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and			
	C. If there is a discrepancy between words and figures, the amount in words shall prevail, unless, only for admeasurement contracts, the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.			
	Tenderer(s) shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITT 33.1 shall result in the rejection of the Tender.			
E) POST-QUALIFICATION AND CONTRACT AWARD				
18)	A. 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 as per the provisions of the Qualification Criteria Matrix in Table 2 below		ITT 39	Must Meet with Supporting Evidence
	B. Minimum average annual turnover as per the provisions of the Qualification Criteria Matrix in Table 2 below.			
	C. Specific experience requirement as per the provisions of the Qualification Criteria Matrix in Table 2 below.			

Table 2: Technical & Financial Capacity Evaluation

Qualification Criteria				Documentation
No.	Subject	Requirement	Single Entity	Submission Requirements
1. Historical Contract Non-Performance				
1.1	History of Non-Performing Contracts	Non-performance of a contract did not occur within the last five (5) years prior to the deadline for application submission based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the applicant have been exhausted.	Must meet requirement	Form CON-2
1.2	Pending Litigation	All pending litigation shall in total not represent more than thirty percent (30%) of the Applicant's net worth and shall be treated as resolved against the Applicant.	Must meet requirement	Form CON-2
2. Financial Situation				
2.1	Financial Performance	<p>(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings <i>10,000,000.00</i> equivalent for the subject contract(s) net of the Tenderer's other commitments.</p> <p>(ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last <i>three</i> years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.</p>	Must meet requirement	Form FIN - 3.1, with Supporting Evidence
3. Experience				
3.1	General Construction Experience	Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last ten (10) years prior to the application submission deadline.	Must meet requirement	Form EXP -4.1 Experience
3.2 (a)	Specific Construction Experience	<p>Participation as contractor, management contractor or subcontractor, in at least Two (2) contracts with a value of at least KES. Three (3) Million within the last Ten (10) Years that have been successfully and substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in the Scope of Works)</p> <p>For subcontracted Works the Tenderer should provide the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Award letter of the subcontract <input type="checkbox"/> Completion letter of the Subcontract 	Must meet requirement	Form EXP.4.2(a) Must Provide Supporting Evidence (Completion Certificate, or LSOs or Award Letter)
3.2 (b)		b) For the above or other contracts executed during the period stipulated in 4.2(a) above, a minimum construction experience in at least one (1) of Construction and rehabilitation of water-related infrastructures.	Must meet requirements	Must Provide Supporting Evidence

3.3	Experience in Projects with ESHS requirements	Experience in at least one project with Environmental, Social, Health and Safety	Must meet requirements	Form Exp-4.3
3.4	Occupation and Socially Responsible Works Implementation	Experience in implementation Occupation, Health, and Safety, and Socially Responsible projects	Must meet requirements	Form Exp-4.4
4. Site Staff				
	The site staff shall possess minimum levels set below;			
4.1	Site Agent	Qualification Degree/Diploma in civil engineering or related field General Experience= 5 yrs, Specific Experience = 3 Yrs	Must meet requirements	Must Provide Supporting Evidence (Signed CV & Certified Certificates/ Testimonials)
4.2	Senior Foreman	Qualification Diploma in civil engineering or related field General Experience = 3 yrs, Specific Experience = 2 Yrs	Must meet requirements	Must Provide Supporting Evidence (Signed CV & Certified Certificates/ Testimonials)
4.3	Site Surveyor	Qualification Diploma in Surveying General Experience = 4 yrs Specific Experience = 2 Yrs	Must meet requirements	Must Provide Supporting Evidence (Signed CV & Certified Certificates/ Testimonials)
4.4	ESHS specialist	Qualification Degree/Diploma in Environmental and social related field General Experience = 4 yrs Specific Experience = 2 Yrs	Must meet requirements	Must Provide Supporting Evidence (Signed CV & Certified Certificates/ Testimonials)
4.5	Hydrogeologist	Qualification Degree Qualification in Geology or any other related field General Experience = 4 yrs Specific Experience = 2 Yrs	Must meet requirements	Must Provide Supporting Evidence (Signed CV & Certified Certificates/ Testimonials)
4.6	Ground Water Inspector	Qualification Degree/Diploma Qualification in Water Engineering or equivalent General Experience = 4 yrs Specific Experience = 2 Yrs	Must meet requirements	Must Provide Supporting Evidence (Signed CV & Certified Certificates/ Testimonials)
5. Key Equipment				
5.1	Contractors must meet requirements on key equipment as listed in table 3 below;		Must meet requirements	Must Provide Supporting Evidence (Logbooks, Lease Agreements with Supporting Logbooks and If equipment is hired from public works a confirmation letter from the regional office should be attached.)

Table 3: Equipment Holding

Contractors must meet requirements on key equipment as listed below;

Item No.	Equipment Details	Minimum Number Required for the execution of the Contract
1.	Drilling rig mounted on a mobile truck with air compressor and test pumping unit- 450m depth capability	1
2.	Concrete mixer 0.25m3	1
3.	Hydraulic Excavator crawler/wheel mounted (payload between 10 – 16 tons) (between 0.40 – 0.60 m3 SAE bucket.); including hydraulic breaker	1
4.	concrete vibrator	2
5.	20 Ton payload Tipper Truck	1
6.	RTK survey machine	1

SECTION IV – TENDERING FORMS

QUALIFICATION FORMS

1. FORMEQU: EQUIPMENT

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

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

Omit the following information for equipment owned by the Tenderer.

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

2. FORM PER -1

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

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

3. FORM PER-2:

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

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

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

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

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

Declaration

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

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

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

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

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

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

Signature: _____

Date: (day month year): _____ Countersignature

of authorized representative of the Tenderer:

Signature: _____ Date: (day month
year): _____

TENDERER'S QUALIFICATION WITHOUT PRE-QUALIFICATION

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

A. FORM ELI -1.1

Tenderer Information Form

Date: _____

ITT No. and title: _____

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

B. FORM CON – 2**Historical Contract Non-Performance, Pending Litigation and Litigation History**

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.			
<input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling

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

C. FORM FIN – 3.1:

Financial Situation and Performance

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

4.4.1. Financial Data

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

*Refer to ITT 15 for the exchange rate

4.4.2 Sources of Finance

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

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

4.4.3 Financial documents

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

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

☐ Attached are copies of financial statements¹ for the _____ years required above; and complying with the requirements

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

D. 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
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

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

E. FORM FIN – 3.3:

Financial Resources

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

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

F. FORM FIN – 3.4:**Current Contract Commitments / Works in Progress**

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

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

G. FORM EXP - 4.1

General Construction Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Page _____ of _____ pages

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

H. FORM EXP - 4.2(a)

Specific Construction and Contract Management Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

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

I. FORM EXP - 4.2 (a) (cont.)

Specific Construction and Contract Management Experience (cont.)

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

J. FORM EXP - 4.2(b)**Construction Experience in Key Activities**

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name² (as per ITT 34): _____

ITT No. and title: _____

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

1. Key Activity No One: _____

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

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

2. Activity No. Two

3.

² If applicable

Form ESHS EXP-4.3

Experience in Projects with ESHS Requirements

[The following table shall be filled by the Tenderer or in case of a JV the Lead Member. Project references provided here should reflect the ESHS requirements. If the Tenderer is required to demonstrate different ESHS aspects this should be shown separately in the sheet below or in a separate sheet.]

Tenderer's Name: *[insert full name]*

Date: *[insert day, month, year]*

ESHS Contract No. <i>[Insert number] of [insert number] of S&E contracts required as per Section III, 5.]</i>	Information			
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award date	<i>[insert day, month, year, i.e., 15 June, 2015]</i>			
Completion date	<i>[insert day, month, year, i.e., 03 October, 2017]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub- contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in local currency]</i>			
If member in a JV or subcontractor, specify participation in total Contract amount	<i>[insert total contract amount in local currency]</i>			
Employer's Name:	<i>[insert full name]</i>			
Address:	<i>[indicate street / number / town or city / country]</i>			
Telephone/fax number	<i>[insert telephone/fax numbers, incl. country/city area codes]</i>			
E-mail:	<i>[insert e-mail address, if available]</i>			

ESHS Contract No. <i>[Insert number] of [insert number of ESHS contracts required as per Section II, 5.]</i>	Information and Documentation
1. ESHS Challenges	<i>[describe the ESHS challenges faced in project implementation, including indication of scales/size by reference, if applicable project E&S categorization as per development bank categorization]</i>
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>	
2. ESHS measures implemented	<i>[description of measures implemented, incl. supporting documentation, if available]</i>
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>	
3. ESHS knowhow transfer to local staff, local partners and subcontractors	<i>[description of know how transfer and capacity building measures implemented, incl. supporting documentation, if available]</i>
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>	

Form EXP 4.4
Occupation and Socially Responsible Works Implementation

[The following table shall be filled by the Applicant]

Applicant's Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

	The Applicant shall demonstrate:	Documentation	
1	- a strategy for staff and labor incl. recruitment of temporary workforce and local labor, worker grievance mechanism, etc.	<i>__[Provide information and relevant documents, if any]__</i>	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
2	- a comprehensive strategy for ensuring public health and safety, including programs and procedures to combat the spread of communicable diseases (incl. HIV/AIDS).	<i>__[Please provide supporting evidence]</i>	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
3	- a comprehensive strategy for staff accommodation, e.g. worksite camps, house rental, security, etc.	<i>__[Provide information and relevant documents, if any]__</i>	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
4	- a comprehensive training strategy for transfer of ESHS knowhow to temporary workforce and subcontractors	<i>__[Provide information and relevant documents, if any]__</i>	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
5	- a strategy for communication and interaction with stakeholders and local communities incl. grievance mechanism, incl. avoidance of damage to property and people	<i>__ [Provide a concept how this relationship has been managed in former contracts.]__</i>	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
6	- the existence of an Occupational Health & Safety Policy	<i>__[Provide a policy document and the index of the Occupational Health & Safety manual or other relevant documents and declarations]__</i>	
<i>[insert brief description or, if applicable, short abstract of the documentation annexed]</i>			
7	- the existence of management system, incl. an adequate organizational set-up for definition, enforcement and monitoring.	<i>__[Provide details of the organizational set-up and procedures for health and safety issues within your company, for qualification details of relevant key staff see Form 5.6]__</i>	

OTHER FORMS

I. FORM OF TENDER

INSTRUCTIONS TO TENDERERS

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

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

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

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

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

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

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

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

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

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

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

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

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

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

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

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

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

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

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

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

Date signed _____ day of _____, _____

Notes

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

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

A. TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

(a) Tenderer's details

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

General and Specific Details

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

Name in full _____ Age _____ Nationality _____
Country of Origin _____ Citizenship _____

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

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

i) Private or public Company _____

ii) State the nominal and issued capital of the Company _____

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

Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

ii) **Conflict of interest disclosure**

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

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

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

Full Name _____ Title or

Designation _____

(Signature)

(Date)

B. CERTIFICATE OF INDEPENDENT TEN DETERMINATION

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

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

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

Name _____ Title__ Date _____

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

C. SELF - DECLARATION FORMS

FORM SD1

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

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*) who is a Tenderer 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 Tenderer, 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)

Tenderer Official Stamp

FORM SD2

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*) who is a Tenderer 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 Tenderer, 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 Tenderer, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (name of the procuring entity)
4. THAT the aforesaid Tenderer will not engage /has not engaged in any corrosive practice with other tenderers 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)

Tenderer's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

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

Position.....

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

E-mail.....

Name of the Firm/Company.....

Date..... (Company Seal/ Rubber

Stamp where applicable)

Witness

Name Sign.....

Date.....

D. APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

3. Requirements

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

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

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

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 award¹ 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 inspect² 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 inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called "the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

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

TENDER-SECURING DECLARATION FORM

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

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

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

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

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

Signed:..... Capacity / title (director

or partner or sole proprietor, etc.) Name:

..... Duly authorized to sign the bid

for and on behalf of: *[insert complete name of Tenderer]*

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

APPENDIX TO TENDER

Schedule of Currency requirements

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

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

DECLARATION OF UNDERTAKING (KfW)

Reference name of the Application/Offer/Contract:

("Contract")³

To: COUNTY GOVERNMENT OF MARSABIT

("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")⁴ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganization or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Tenderer shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex I countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix I to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity*);
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Tenderer shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
 - 2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
 - 3.1) being an Affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

³ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries".

⁴ The PEA means the purchaser, the Employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Tenderer, or being under common control with another Applicant or Tenderer, or receiving from or granting subsidies directly or indirectly to another Applicant or Tenderer, having the same legal representative as another Applicant or Tenderer, maintaining direct or indirect contacts with another Applicant or Tenderer which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

3.5) in the case of procurement of Works, Plant or Goods:

- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
- ii. having been recruited (or being proposed to be recruited) ourselves or any of our Affiliates, to carry out works supervision or inspection for this Contract;

4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.

6. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organization⁵ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans (ESMP) or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.

8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with Applicable Law, but in any case, for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with Applicable Law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according

⁵ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Tenderer/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

to the Applicable Law by the PEA and KfW.

9. Projects financed in whole or partly by KfW have to ensure compliance with the Environmental and Social Standards of the World Bank (WB ESS 1 – 10), including, but not limited to, issues of sexual exploitation and abuse and gender based violence. Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

(a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties and;

(b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) provided by the PEA and the site specific Construction ESMP compiled by the contractor based on the ESMP provided by the PEA as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁶: _____

Signature:

Dated:

⁶ In the case of a JV, insert the name of the JV. The person who will sign the application, Bid or Proposal on behalf of the Applicant/Tenderer shall attach a power of attorney from the Applicant/Tenderer.

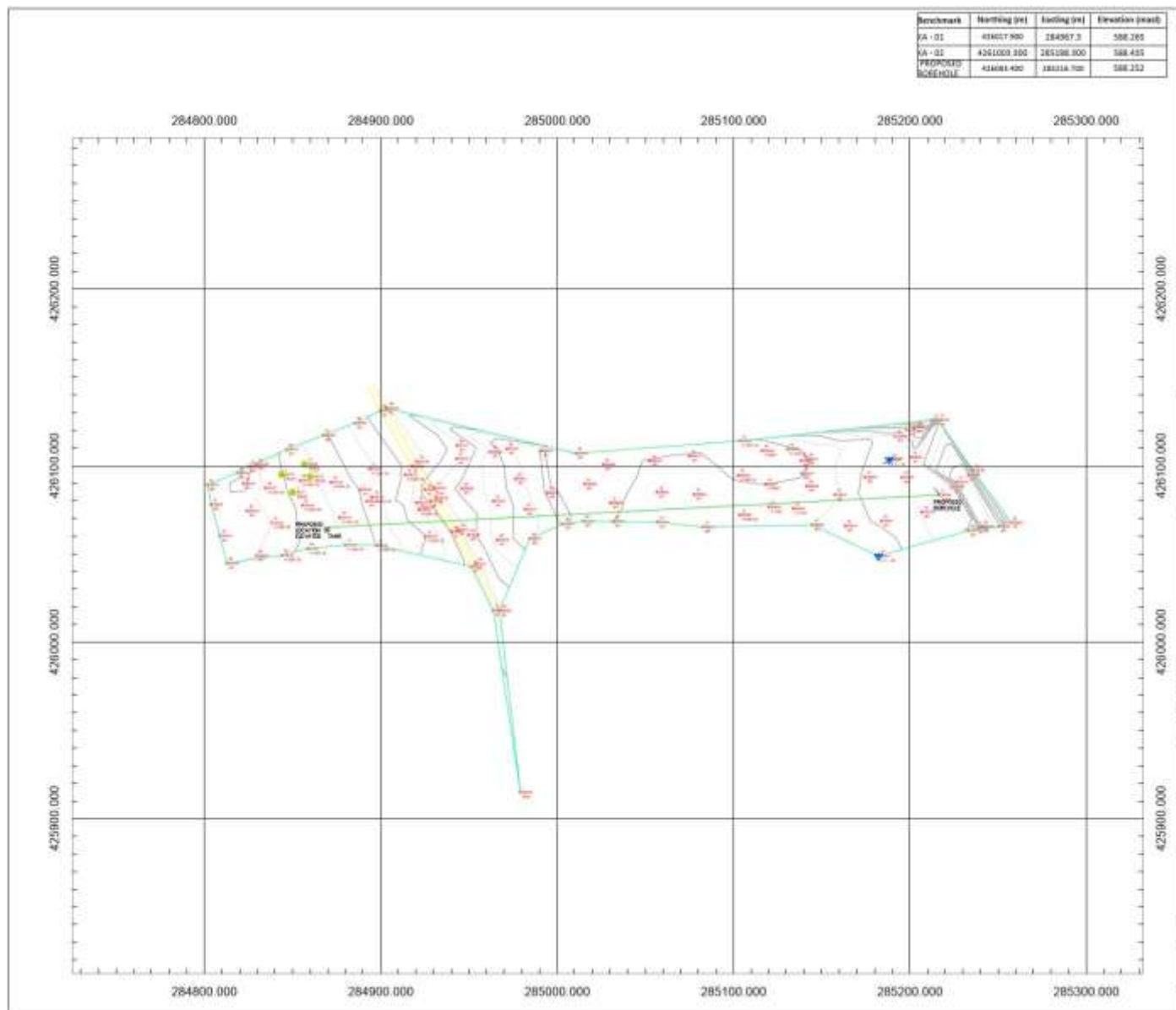
PART II - WORK REQUIREMENTS

SECTION V - DRAWINGS

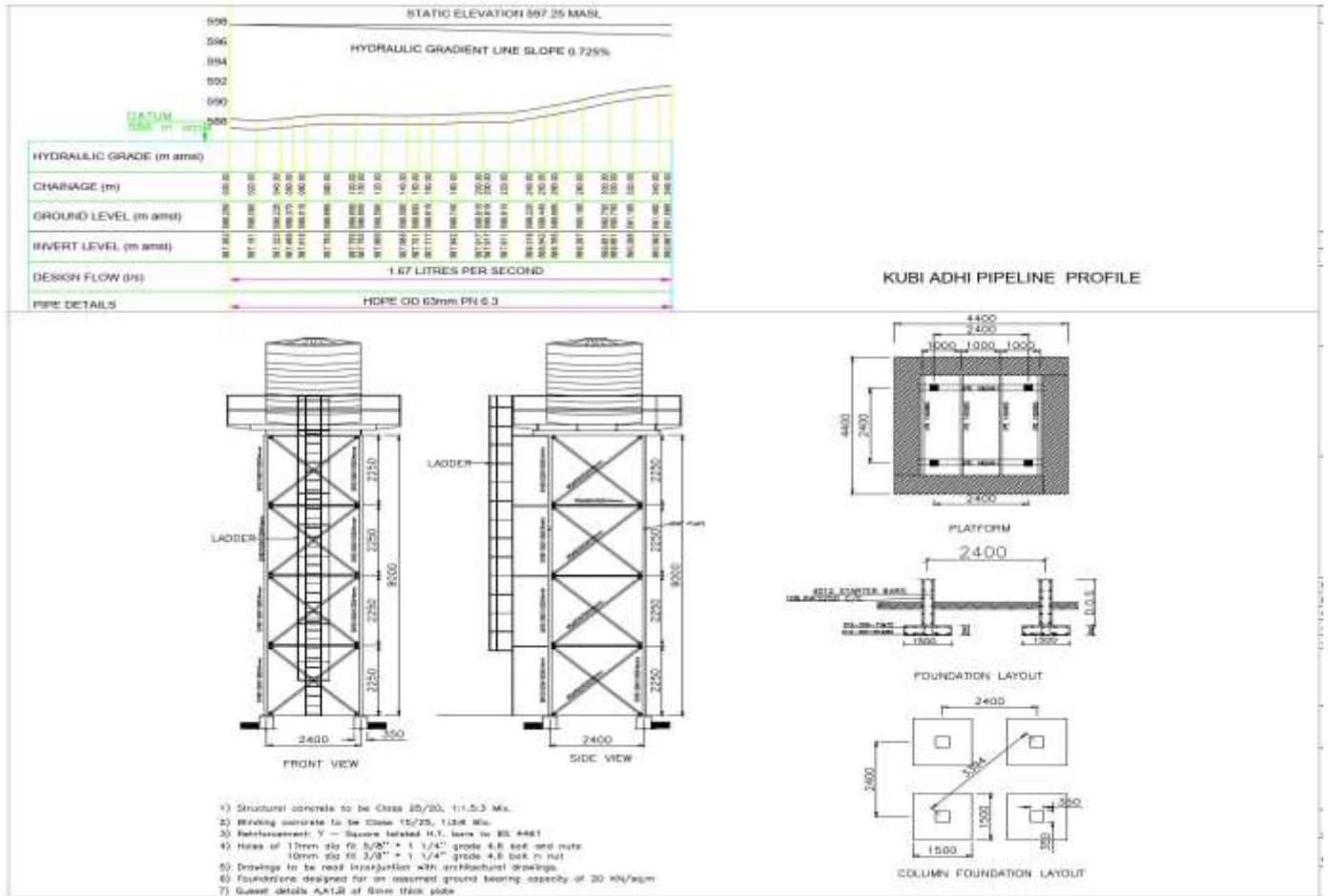
List of Drawings

S/No	Drawing Title	Drawing No.
1.	Survey Layout	01
2.	Pipeline Profile & Elevated Tank	02
3.	Gate Valve and Community Water Point	03
4.	Borehole Schematic	04
5.	Cattle Trough	05
6	Sign post gate and fence details	06

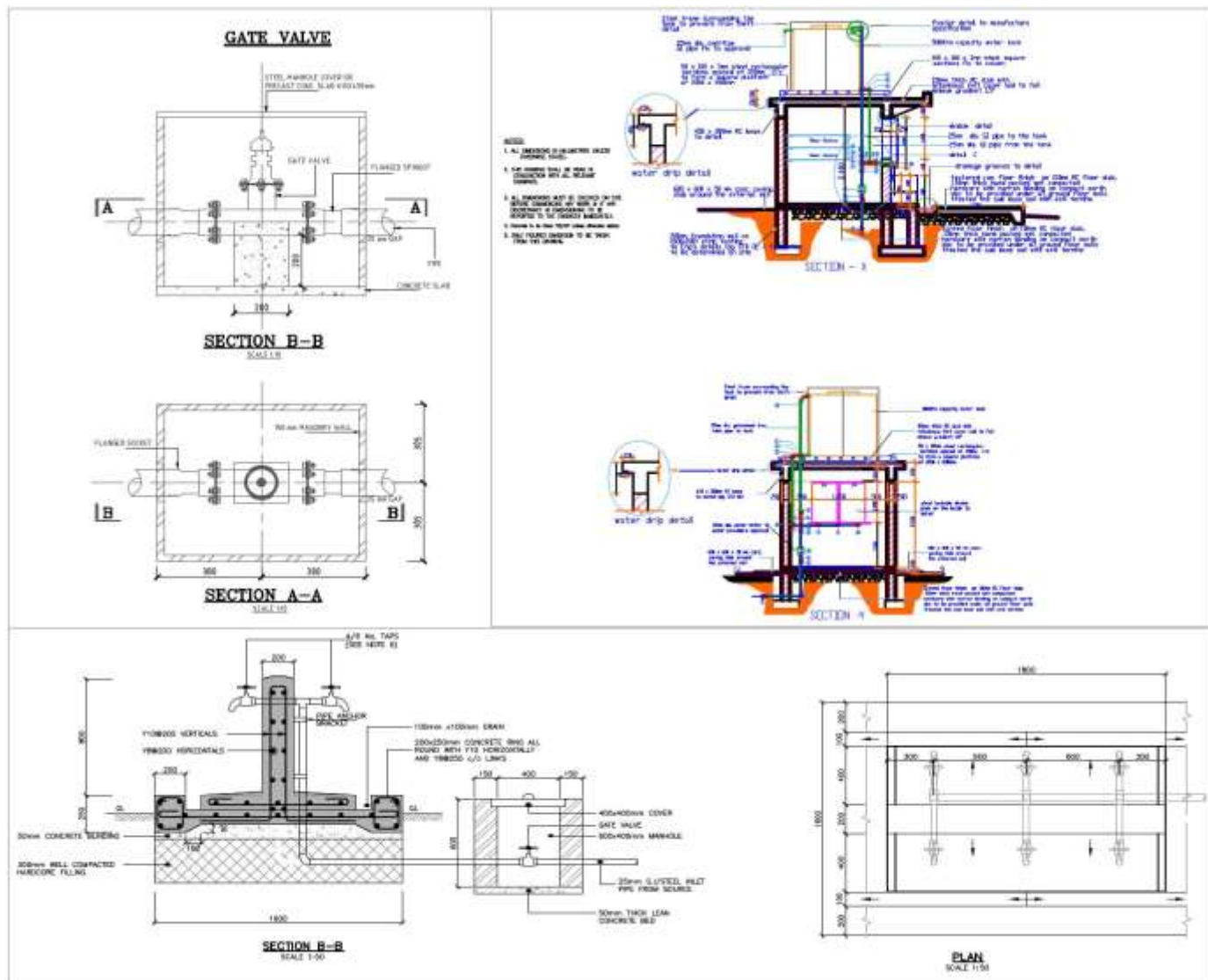
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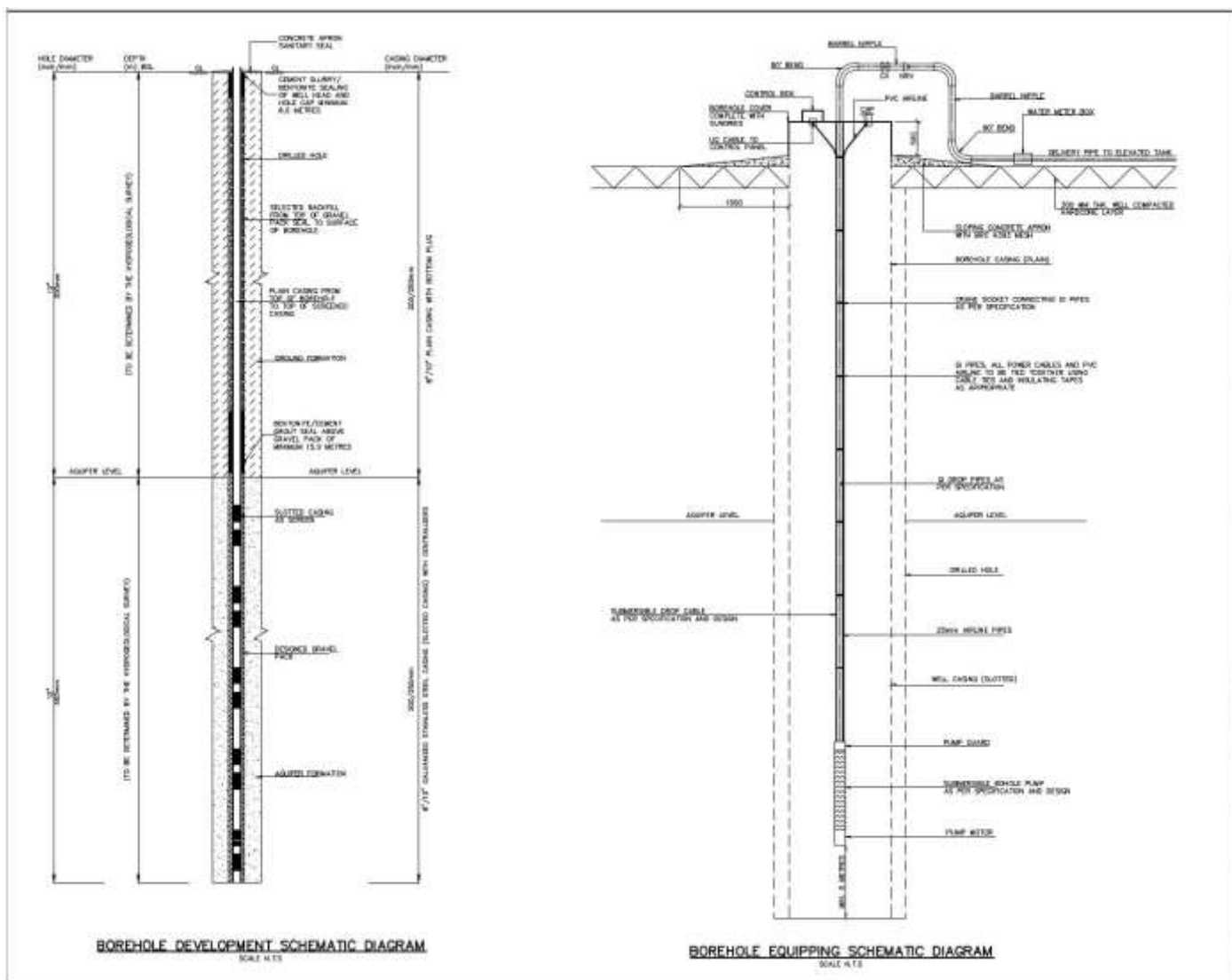
2. Pipeline Profile & Elevated Tank



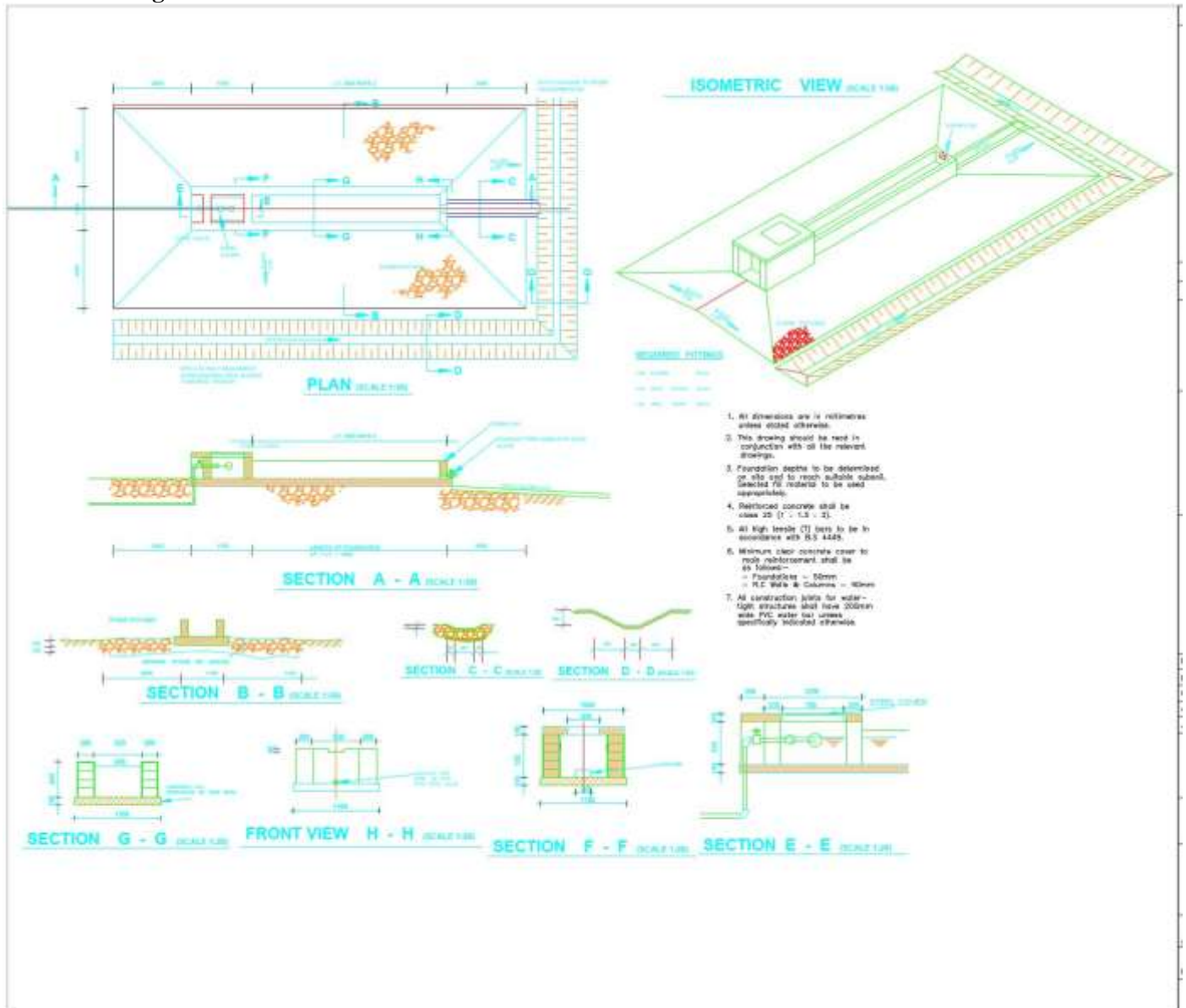
3. Gate Valve and Community Water Point



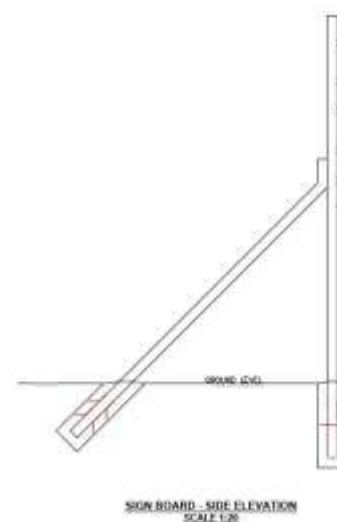
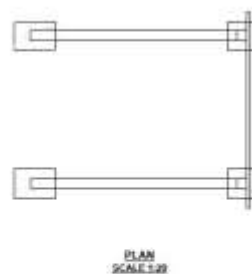
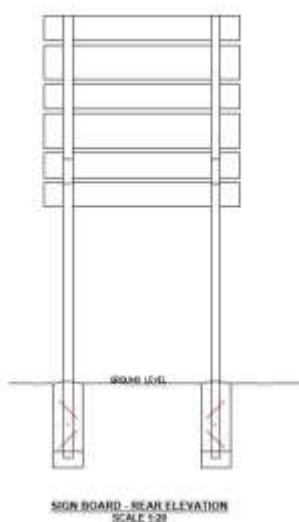
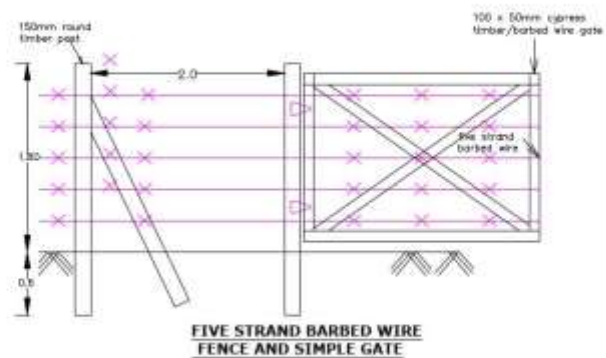
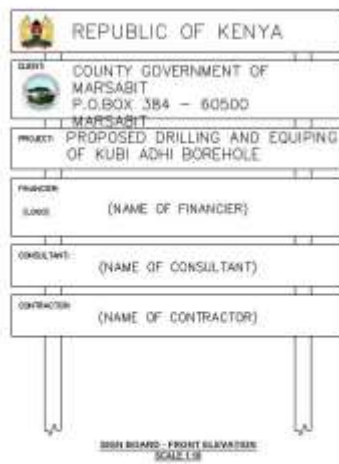
4. Borehole Schematic



5. Cattle Trough



6. Sign post gate and fence details



SECTION VI – SPECIFICATIONS

1.0 BOREHOLE DRILLING TECHNICAL SPECIFICATIONS

1.1 GENERAL

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Project Manager's prior review and written consent. This contract comprises the drilling, construction, development; test pumping and water quality analysis. The drill sites are marked on the ground.

1.2 REGULATIONS AND STANDARDS

The borehole shall be drilled at the site to be identified by the Project Manager. Each borehole shall be drilled to a depth specified in the hydro-geological survey report. It shall be drilled through all strata encountered. The Employer will acquire the relevant permits and Government authorizations.

1.3 MOBILIZATION, DEMOBILIZATION AND RESTITUTION

- 1.2.1** The Contractor shall mobilize to the site in accordance with the Agreed Program. The sum for mobilization/demobilization shall include transportation of machinery, erection, dismantling and preparation of temporary camps as the Contractor deems necessary, provision of drilling and development fluids (bentonite, foam, and water), water for camping, personnel sanitary facilities.
- 1.2.2** The Contractor shall minimize disturbance to neighboring plots. This shall particularly include ensuring that bailed fines and pumped test water are discharged in a manner that does not create a nuisance either to the public or private property.
- 1.2.3** Site re-instatement under the conditions of contract shall include the removal of all hydrocarbons spilled, leaked or otherwise released and associated packaging and cotton waste. Site re-instatement is deemed an integral part of mobilization. This activity shall be costed taking into account the items above and expressed as a lump sum.

1.2.4 Standby time

The Contractor shall provide the Client with 48 hours' notice before starting any works to be supervised. No standby time will be paid to the contractor during this time.

1.3. DRILLING

- 1.3.1** Unless otherwise approved by the Project Manager, drilling shall be by the air hammer method, by flush rotary drilling or by the percussion method. Drilling shall continue through all strata encountered. Drilling fluids and additives used must be approved by the Project Manager prior to use. The Contractor shall provide the appropriate tools and equipment and maintain them in good condition capable of operating to the manufacturer's rating to ensure a smooth, a smooth, straight hole.
- 1.3.2** Drilling shall continue to the stipulated total depth at a minimum diameter of 185mm (8 inches) to provide for a finished borehole of a cased internal diameter of 152mm after allowing for 50mm thick gravel pack and temporary casings as found necessary. The Project Manager reserves the right to stop drilling operation if he considers that further drilling is unlikely to be advantageous. In this event payment shall only be made for the amount of work actually executed.
- 1.3.3** All materials used in the borehole construction other than temporary works shall comply with the relevant standard specifications. A tolerance in dimensions will be permitted provided that the material quality is not inferior to specification and work is in no way impaired.
- 1.3.4** The boreholes shall be drilled straight and vertical.

1.4 SAMPLE COLLECTION, STORAGE AND RECORD KEEPING

- 1.4.1** **Samples** of the drill cuttings returned to the surface shall be collected at two (2) meter intervals, dried and bagged. Each bag shall be clearly marked with the sample depth interval and borehole number. The Contractor shall record the depth and any zone of lost circulation for which no sample was taken.
- 1.4.2** The Contractor shall maintain a log of the penetration rate on a meter by meter basis, in minutes per meter drilled. A stopwatch shall be used for this purpose so that only the net drilling time is recorded, excluding any time taken in drilling disruptions.
- 1.4.3** The depth of any voids, or of particular rapid penetration, or significant changes in rig noise shall also be noted.
- 1.4.4** Water level shall be measured and recorded at the start and end of every shift, after significant breaks in activity (such as meal breaks), and during periods of plant downtime (as appropriate). The water levels shall be measured using a sounding and/or lighting dipper approved for use by the Project Manager.

1.5 SUPPLY AND INSTALLATION OF CASINGS AND SCREENS

1.5.1 CASING AND SCREEN SPECIFICATIONS

- a). Casings shall be new, 152mm (6 inches) internal diameter, black pipe class B, with a minimum wall thickness of 4.0mm in 6 meter lengths.
- b). Mill slotted screens shall be constructed from new 152mm internal diameter black pipe class B with a minimum wall thickness of 4.0mm. Slots shall not exceed 1.0 mm in width, and should constitute not less than 6.0% open space area. Gas slotted casing screens are not acceptable.

1.5.2 CASINGS AND SCREEN INSTALLATION

- a). Before installation of the casings and screens, the Contractor shall ensure that the hole is clear to the total depth and shall flush out any backfilled materials present. The Project Manager shall provide the design of the casings and screens string prior to installation by the Contractor.
- b). Casing jointing shall be by either flush square-section threading or tree pass electric arc welding. Screens may be welded to casing, or screw-jointed by means of flush square-section threads. Externally socket joints may be welded to the casing, or screw-jointed by means of flush square-section threads. Externally socket joints will not be accepted. Where screwed joints are deemed by the Project Manager to be below standard, joint shoulders shall be spot welded at 900mm interval around the casing circumference at no extra cost. If screens and casing are to be welded, the appropriate welding electrode must be used.
- c). during welding, casing and screen lengths must be held absolutely vertical in order to ensure a plumb installation. All joints to be welded must be beveled at the butt end; three continuous weld passes must be made to ensure a sound joint and the oxide coating be removed before the second and third passes.
- d). Burn-through and subsequent deposition of metal on the inside of the casings and screens must be avoided. The base of the casing shall be sealed, unless otherwise directed by the Project Manager, with a circular plate of black pipe class B of thickness not less than 4.0mm (1/4 inch) fixed with a continuous weld to the casing strip. The appropriate welding electrode shall be used. The weld passes will be made, with oxide coating removed prior to the second and third passes. The top of the casing straight shall terminate not less than 600mm above the highest recorded level of ground at the site.
- e). the contractor shall be responsible for the provision of temporary casings as necessary, including the insertion and removal. Where the Project Manager deems it necessary to have temporary casings left in the borehole as a measure of securing the

borehole, this will be indicated in the item for other works in the bill of quantity.

1.5.3 ADMISSIBLE RATES

- a) Rates shall be expressed as supply and installation of casing or screen per Unit Linear Meter and installation of gravel pack per Unit Cubic Meter.

1.6 SUPPLY AND INSTALLATION OF GRAVEL PACK

1.6.1 SPECIFICATIONS

- a). The Contractor shall supply and install filter pack/formation stabilizer. The material shall be 2-4 mm diameter, clean well rounded riverbed siliceous gravel with no more than 5.0% non-siliceous materials. The pack must be approved by the Project Manager prior to installation. Granular calcium hypochlorite will be introduced into the annular space along the pack material at a concentration of 500 grams per cubic meter of pack the gravel pack shall be placed in the production boreholes to a thickness of 50mm around the casing up-to where all screen zones are covered with the gravel as per the Project Manager's satisfaction. This will initiate the process of sterilizing the wellbore. The Contractor shall provide the Project Manager with the bulk density of the pack material (Kg/M^3).
- b). Installation of the filter pack/formation stabilizer may be water wash down or reverse circulation methods. In the latter case a pump set or airlift string shall be installed in the bore so as to encourage material settlement. The filter pack shall terminate not less than 3.0 meters above the uppermost screen when stabilized, or as otherwise directed by the Project Manager. The Contractor shall provide a means by which this level shall be measured.

1.7 INSTALLATION OF BACKFILL

1.7.1 SPECIFICATIONS

- a). Backfill material shall comprise of fine clayey drill cuttings and shall be installed from the top of the filter pack to 3.0 meters below ground level unless otherwise directed by the Project Manager. The installation method must ensure that no bridging occurs within the annular space.
- b). The Contractor shall measure the depth to the top of the backfill and provide the means by which this level may be measured.

1.7.2 ADMISSIBLE RATES

Rates shall be expressed as installation of backfill per Unit Linear Metre.

1.8 DEVELOPMENT

Development shall comprise both Physical and Chemical development, and shall include the following operations: -

1.8.1 BOREHOLE CLEANING

- a). The Contractor shall clean the borehole to its "completed depth" using any of the methods listed below or as otherwise authorized by the Project Manager: -
 - o By bailer with percussion drilling rig
 - o By means of airlift, which may use light or stable foam to assist in the removal of materials from the borehole.
 - o By means of educator airlift, with or without light or stable foam.
- b). Bailers and other down hole plant shall adopt diameter limits of half a normal size or smaller (12.5mm or ½ inch) than the smallest casing or screen diameter.
- c). Water levels shall be measured and recorded at the start and end of every shift, at significant breaks in activity (such as meal breaks), and during periods of plant downtime (as appropriate). Water levels be measured using a sounding and/or lighting dipper previously approved by the Project Manager.
- d). The borehole shall be deemed clean when measured drilled depth has been reached

and when insignificant or no materials is removed from the base of the borehole. Cleaning costs shall be expressed as a rate Per Hour.

1.8.2 CHEMICAL DEVELOPMENT

- a). When the Project Manager has deemed the borehole clean; he may instruct the Contractor to commence with Chemical development. Chemical development shall comprise of an approved Polyphosphate as a des-aggregate that shall break down the silty concentrations, any buildup clay or silts, or other fine materials within and adjacent to the borehole. The decision as whether chemical development shall be adopted and what dosage rates shall be made by the Project Manager.
- b). Typical dosage shall comprise of powdered Sodium Hex-ametaphosphate dissolve in hot water. The polyphosphate shall be dosed at 10 to 15 Kg/m³ of water depending on the concentration of clays in the aquifer matrix. This shall be mixed with calcium hypochlorite at a dose of 180grammes per cubic meter to inhibit bacteria activity. The volume of polyphosphate dosed water shall be one and a half times the Volume of water within the screen section
- c). Both polyphosphate and added water shall be introduced by means of a pipe, the bottom end of that shall be located in the middle of the screen section of the borehole. The Contractor may get the liquids into the screened section using a jetting head if he wishes.
- d). After dosing, the borehole shall be left overnight to allow disaggregation to occur. The borehole shall then be subject to physical development.
- e). Chemical development costs shall be expressed as an Hour rate, and include all labor and materials (including clean water) required for the operation. Chemical development undertaken by a Contractor familiar with the technique shall take no longer than three (3) hours.

1.8.3 PHYSICAL DEVELOPMENT

- a). Physical development may adopt any of the commonly used methods, including but not necessarily restricted to the following: -
 - Surging
 - Bailing
 - High Velocity Water Jetting
 - Airlift raw hiding and Airlift raw hiding with educator pipe.
- b). Development shall be considered complete when the water discharged is clear and contains no more than an estimated 5 parts per million of suspended solids and the borehole has been restored to the cleaned total depth or as otherwise directed by the Project Manager.
- c). The Contractor shall describe the method he proposes to adopt and the plant required for physical development in his method statement. **Over pumping** shall not be considered a development method. The rate submitted by the Contractor for physical development is deemed to include installation and removal of necessary plant. The quantities given in the bills of quantities only apply to actual development time. Costs for physical development shall be expressed as an Hour Rate.

1.9 AQUIFER TESTING

Borehole testing will be conducted according to British Standard BS 6274 (1792) (Code of Practice for Test Pumping of Water Wells). The following elements are required.

- A pre-test
- A step drawdown test
- A constant discharge test
- A recovery test

1.9.1 INSTALLATION, PLANT AND METHODOLOGY

Pumping plant and dipping tube shall be installed in the borehole to be tested. The Contractor shall investigate and agree with the Project Manager the anticipated discharge and pump intake depth.

a) **PUMPING PLANT**

- i) Pumps used for test pumping may electrical submersible or surface-mounted turbine pumps or reciprocating pumps.
- ii). Any pump used in tests must have a fully functioning **non-return valve** either in the pump itself or in the rising main immediately above the top of the pump.
- iii) The Contractor must have pumps covering the anticipated discharge range.
- iv) The water pumped from the borehole shall be discharged to waste at a distance and in such a manner that it does not pond or flow back towards the borehole.
- v). The Contractor must provide a generator or other prime mover for powering the pump, as power is not necessarily available at the sites.

b) **DISCHARGE MEASUREMENT AND CONTROL**

Discharge measurements shall be by an approved accurate method, such as an Orifice Plate, calibrated flow meter or a V-notch weir. If volumetric methods are proposed, the Contractor will ensure the container to be used has been calibrated. When time to fill measurements is made, each discharge measurement shall be calculated from the average of three time measurements. Discharge shall vary by no more than 15% across each step of step drawdown test, and across the constant discharge test.

c) **WATER LEVEL MEASUREMENT**

Water level measurements shall be by electric sounding and/or lighting dipper, and shall be made in a dipper tube installed alongside the test pump rising main and tied securely to it. The Project Manager will check the dipper for stretch and any other inaccuracies prior to accepting its use. Accuracy measurements must not be less than 1.0 cm. Water level measurements using an air line will not be acceptable on the grounds of poor precision.

d) **TIME MEASUREMENT**

All times shall be measured by means of a stopwatch. The Contractor shall ensure that spare batteries etc.... for all equipment are available prior to commencing tests.

i) **PRE-TEST**

The pre-test will check all equipment, determine the range of discharge for the step drawdown test and set the globe values for the first step discharge rate. Pre-test shall not exceed three (3).

ii) **STEP DRAWDOWN TEST**

- The step drawdown test will comprise five (5) steps tests of sixty (60) minutes each, with no recovery phase between successive steps. The step drawdown test shall not start until water level has returned to the true static water level, unless otherwise directed by the Project Manager.
- Typically, individual step discharges would comprise 25%, 50%, 75%, 100% and 125% of the anticipated production discharge rate.
- Discharge increments shall be effected as nearly instantaneously as possible and once set shall not be changed except by instruction of the Project Manager.
- Discharge variations and measurement shall be effected by means of the globe valve and manometer gauge as follows; A globe valve of suitable diameter shall control the discharge and on the upstream side of this, not closer than six (6) pipe diameters from the valve, a manometer tapping and gauge will be installed such that it can be clearly seen by any person using the valve. This will be used during the step drawdown tests for the flow control purposes.

iii) **CONSTANT DISCHARGE TEST**

Constant discharge test shall typically last not less than twenty four (24) hours, or as otherwise determined by the Project Manager. A water sample will be procured towards the end of the test for subsequent analysis by a competent laboratory.

iv) **RECOVERY TEST AND REMOVAL OF PLANT**

Recovery tests shall not continue for more than twenty four (24) hours, or as otherwise directed by the Project Manager. Only after the completion of recovery data collection may pumping and ancillary plant be removed from the borehole, though above ground components may be dismantled during the recovering phase.

v) **ADMISSIBLE RATES**

Rates of pumping and recovery are deemed to include the cost of plant installation and removal. The rates are deemed inclusive of installation, removal, plant use, testing and data collection.

1.10 WATER SAMPLING AND ANALYSIS

- In the closing hour of the constant discharge test a water sample shall be collected for chemical and bacteriological analysis by a competent laboratory. The water samples shall be collected in containers supplied by the laboratory, in the manner conventionally used by the laboratory.
- The Contractor's unit rate of sampling and analysis will include the cost of analysis and transportation to and from the laboratory for the sampling exercise.

1.11 BOREHOLE DISINFECTION

After removal of test equipment, the borehole shall be disinfected with Chlorine/water solution at a concentration of 50 mg/l or greater of free chlorine. This will be sprayed into the borehole so as to ensure that all exposed borehole wall surfaces are coated. In preparing their Bids, Contractors should allow for 1 m³ of solution per borehole. This item shall be costed as a unit Lump Sum.

1.12 BOREHOLE HEAD WORKS

a) **SANITARY SEAL CASING**

A sanitary seal shall be constructed at the wellhead. This shall comprise the following elements:

- A 3.2 meter length of internal diameter 185 mm (8 inch) plain black pipe class B sanitary steel casing installed around the permanent casing string.
- A grout seal between the 254mm sanitary seal casing and the 152 mm permanent casing string.
- A 1.0x1.0x1.0 meter reinforced concrete block (Y8/1:2:4) cast around the Sanitary seal casings c/w lockable steel cap.

b) **GROUT SEAL**

A sanitary ground seal shall be installed between the 152 mm (6 inch) and 185 mm (8 inch) casings and grouted into place. Grout shall be a cement slurry, or cement and fine sand and shall have a density of at least 1155 Kg/l. This shall be introduced into the annular space from the top of

the inert backfill to the ground level, using a method that must be approved by the Project Manager.

c) **CONCRETE PLINTH**

The ground surface at the wellhead shall be excavated to a depth of one (1) meter, and be one meter square, to allow s Concrete Plinth to be cast. The 1.0x1.0x1.0-meter pit will be filled with concrete, to be finished flush with the ground surface. Concrete shall be 1:2:4 OPC: sand: half-inch ballast. This must be cast with two 0.8-meter lengths of 12 mm reinforcing steel bar welded to the 185 mm (8 inch) casing, 0.7 meter below ground level.

d). **TEMPORARY CAP**

The top of the borehole shall be sealed with a cap that shall comprise a round plate of mild steel, of thickness not less than 3.0mm. This will be continuously welded in single pass to the mild steel borehole casing or should be lockable.

1.13 RECORDS

After completion of all works at the borehole, the Contractor shall submit to the Project Manager within four (4) days a complete document with the following additions:-

- Drilling penetration Log and Geological Log
- WRA 009A Borehole Completion Record (Three Complete Sets)

1.14 TECHNICAL LITERATURE

- a) A Bidder **must** submit the following information together with the Bid documents to assist in fair evaluation: -
- Technical specifications on drilling rig and other ancillary equipment (make, model, rated capacity etc.)
 - Particulars and specifications of materials used in the construction of the borehole. Any other information the Bidder may deem is important in evaluation as well as BOOSTING his/her chances of winning the Bid.

2.0 PIPELINES AND ANCILLARY WORKS

2.1 Pipelaying generally

The Contractor shall be responsible for setting out from information provided by the Engineer, and shall include for such work in his excavation rate.

The Contractor shall place temporary chainage markers beside the pipe route at intervals of one hundred metres and at all changes of direction. The Contractor shall maintain all the markers until the end of the Defects Liability Period and shall replace any which become displaced or are destroyed.

Before laying a section of pipeline, sight rails shall be erected at each end and at each change in grade and direction with a maximum distance apart of one hundred metres. Sight rails and boning rods shall be of substantial construction and shall be painted black and white in such a manner as to indicate clearly the lines and levels to be worked to. The Contractor shall include the cost of this work in his excavation rates.

2.2 Pipe bedding and surround

Pipes are to be laid, where directed, on a bed formed with approved selected material carefully and thoroughly compacted over the trench formation.

The trench shall be backfilled to the levels indicated on the Drawings with approved selected bedding material thoroughly compacted in 150 mm layers. Should suitable material not be available from the particular excavation material, the Contractor will utilise material from other sections of trench or works, or find a source of suitable material.

Compaction shall be by hand using hand rammers of at least 7 kg mass or with approved mechanical equipment.

Approved selected bedding material shall be well graded granular material free from organic matter and with 100% passing through a 16 mm sieve and 90% passing through an 8 mm sieve.

2.3 Pipeline setting out and alignment

The locations of pipe bends are indicated on the Drawings. Where a pipeline changes direction but no bend is shown, the pipeline shall be laid to a curve by deflecting the pipe at each joint. The maximum deflection shall not exceed that permitted by the manufacturer.

2.4 Concrete protection

Where required by the Drawings or instructed by the Engineer or where the required minimum cover to the pipeline cannot be achieved, the Contractor shall provide a concrete surround in accordance with the details shown on the drawings. The bottom of the trench shall be free of any loose material or debris and graded so that the minimum dimension stated on the Drawings is maintained between the trench bottom and the barrel of the pipe.

2.5 Pipe jointing generally

After the excavation of a section of pipe trench has been completed by the Contractor, it shall be inspected and approved by the Engineer. The Contractor shall then place and thoroughly compact an approved bedding material over the trench formation, after which it shall be inspected and approved by the Engineer. Just before pipelaying, the trench shall be cleaned of all stone, soil and other debris that might have fallen therein. The pipes shall then be laid upon the bed with the bed being shaped to ensure uniform bearing of the whole length of the pipe, which shall include a depression being made in the bed to accommodate each pipe joint. In laying a non- pressure pipe, the work shall commence at the lower end and proceed uphill.

All pipes and fittings shall be examined for flaws, cracks, or any other damage immediately prior to laying, and any defective pipe or fitting shall be rejected and marked with a yellow cross in gloss paint to avoid, by accident, its incorporation into the Works at a later date.

If the Engineer deems the defective pipe as being suitable for use, the defective pipe shall be cut back at least 150 mm beyond any visible flaw and prepared for jointing. In the event of the Contractor opting to salvage pipes in this manner, he shall do so at his own expense and carry out individual testing of the pipes so salvaged outside the trench prior to laying. The foregoing shall all be in accordance with the Manufacturer's instructions and subject to the written approval of the Engineer.

All pipelaying and jointing shall be carried out by experienced pipelayers, well skilled in their

work, to the grades, levels and lines shown on the Drawings.

For potable water gravity mains, pumping mains and distribution mains no pipe shall deviate from line by more than ± 200 mm, nor by more than ± 5 mm from level.

For gravity sewer pipelines, no invert level shall deviate by more than ± 5 mm between manholes, and no horizontal alignment shall deviate by more than ± 10 mm between manholes.

Immediately before being laid, each pipe and fitting shall be carefully examined, and all dust, dirt and foreign matter must be removed from the inside. Care shall be taken to ensure that each pipe and fitting remains clean during laying. The use of a badger will be ordered by the Engineer, if, in his opinion, dirt is not being satisfactorily excluded. The badger, on a sound rope, is to remain within the bore of the pipe previously laid and jointed and it is to be drawn forward as the work proceeds throughout the whole length of the pipelines all at the Contractor's expense. The badger used is to be soft material that will not damage the internal surface of the pipes.

Pipes shall mate concentrically with the next to preserve a true and uniform invert. Pipes shall be uniformly bedded and shall not be allowed to rest on the joints or on hard objects in the bottom of the trench.

After bedding to the correct line and level, pipes shall be jointed. The joints shall be those recommended and supplied by the various manufacturers for each class and type of pipe and the method of jointing including expansion gaps between pipes shall be strictly in accordance with the manufacturer's instructions.

Jointing rings and the ends of pipes must be completely free of dirt and grit when the joints are being assembled.

Where recommended by the manufacturer, approved non-toxic lubricant shall be applied evenly over the entire surface of the pipe end and for a distance of 75 mm back to a thickness similar to a brush coat of enamel. The lubricant supplied shall be used directly from the container and shall not be thinned.

Due regard must be given to the thermal expansion of pipelines and where recommended by the manufacturer, or directed by the Engineer, a gap shall be left between adjacent pipe ends when each joint is made. The method of obtaining the required gap shall be determined according to the type of proprietary joint supplied, as indicated by the manufacturer.

HDPE small diameter pipes may be laid to curves, as recommended by the manufacturers.

For the insertion of valves and other fittings and where required, pipes shall be cut and prepared for use as necessary using approved tools and machines suitable for this purpose. Such tools and machines shall be provided by the Contractor and kept available at all times during pipelaying.

The Contractor shall pay particular attention to avoid damaging any protective coatings during laying and jointing operations. Any damage thereto shall be rectified immediately in accordance with the manufacturer's recommendations and to the Engineer's entire satisfaction.

Screwed joints on galvanised steel pipes and fittings shall be properly cut and fully screwed home, using approved jointing compound.

Flanged joints in cast iron or steel pipes and fittings shall have a rubber insertion ring, fitted

without twist or distortion. The flanges shall be drawn uniformly together with the bolts fully tightened. No bolts shall be omitted. After jointing, the assembly shall be protected against corrosion with 'Denso' paste, "Denso"-tape and polythene sheeting, or similar approved wrapping, which shall be installed in accordance with the manufacturer's written instructions and to the approval of the Engineer.

Particular care must be taken to avoid contamination from petrochemical products in addition to any toxic substances.

Additional care should be taken to ensure that there is no ingress of soil, sand, stones, water, concrete, cement nor other extraneous material during the laying of pipes and suitable caps or plugs should be used, to cover open ends in the event of a prolonged interruption and on completion of each day's laying. The plugs shall be of the screw-up expanding type or of close fitting tapered wood.

Pipes having integral sockets shall be laid with the sockets facing up-stream unless otherwise agreed or instructed by the Engineer.

No more than two kilometres of untested pipe shall be laid at any one time.

2.6 Supply, transportation and handling of pipes

On delivery to the Site, pipes shall be carefully inspected for damaged ends, defects and any found to be faulty shall be marked and set aside for a decision from the Engineer as to their acceptability. Any pipes delivered with cracks or other equivalent defects will be rejected and the Contractor shall remove from the Site.

Pipes with damaged ends shall be either completely replaced or have the ends cut off and trimmed at the discretion of the Engineer. They shall be cut to approved standard lengths.

The Contractor shall ensure that all pipes are properly handled both by his staff and by any cartage contractor employed by him. During transport, pipes shall not be allowed to rest on narrow cross-members on vehicles or anything else that might give concentrated loads due to the weight of the pipe or bumping of the vehicle, but shall be properly supported on soft material. Sufficient labour and equipment shall be on hand before loading and unloading is commenced and under no circumstances shall any material be dropped from a vehicle. Any materials that have been dropped from a vehicle shall immediately be rejected for use on the Works. The same shall apply for any pipes found defective before laying.

The handling of any pipes exceeding 200 kg mass other than by means of a crane is specifically forbidden. The Contractor shall maintain a suitable mobile crane on the Site and shall use it for all loading, unloading, transferring between vehicles and lowering into the trench of such pipes. The crane shall be fitted with a sling of ample width. Wire rope slings or hooks in the ends of pipes shall not be used for pipes or fittings of any diameter or mass.

The Engineer shall have the right to reject consignments or stocks of piping from which failed pipes have been drawn, or order them to be pressure-tested outside the pipelines, even though no defects are apparent, if there is reason to believe that mishandling has taken place.

The Contractor shall be wholly responsible for the acceptance from the supplier of all pipes and fittings ordered by the Employer, or Contractor.

After acceptance, full responsibility for the storage, handling, transporting, etc of the pipes and fittings shall rest with the Contractor, and any pipes and fittings subsequently found to be defective in any way shall be replaced by the Contractor at his own expense.

All materials ordered by the Employer shall remain the property of the Employer at all times, and whilst these materials are in the possession of the Contractor the Contractor shall insure the materials as though they were of his own supply.

The cutting of whole pipe lengths for use in closing sections of pipework will not be permitted except with the express approval of the Engineer. Previously cut lengths, which shall be stored separately shall be used, whenever possible, for closing sections. All cuts and the preparation of the ends shall be made strictly in accordance with the manufacturer's recommendations.

All materials ordered by the Employer shall be used under the direction of the Engineer.

Any surplus materials ordered by the Employer shall be transported to the Employer's store at the end of the Contract, or when directed by the Engineer.

2.7 Deviations at joints

Where a pipeline is laid to a curve by changing direction at joints the maximum deflection at each joint shall not exceed the following:

- i. for any type of flexible joint, three quarters of the maximum permissible deflection stated by the manufacturer;
- ii. for run lead joints in spigot and socket pipes, a deviation which will reduce the clearance between the barrel and the socket to 6 mm or the permissible deflection stated by the manufacturer whichever is the less;
- iii. for welded joints in steel pipelines, the deflection shown on the Drawings. The ends of the pipes shall be cut to suit.

No deviations shall be made at flanged or solvent welded joints.

2.8 Painting of pipework in chambers

All metal surfaces within chambers shall be mechanically wire brushed to remove all loose scale, grease etc. Within two hours of cleaning, a primer shall be applied, followed after two hours by a first coat of heavy-consistency bitumen paint all to the approval of the Engineer. A second coat of the heavy consistency paint shall be applied after twenty-four hours. The final coating thickness shall not be less than 250 µm.

Preparation and application of the coating system shall be strictly in accordance with the Manufacturer's instructions.

This clause shall not be applied to chemically or thermally bonded coatings on steel pipes.

2.9 Storage of pipes

Before undertaking any work, the Contractor shall submit to the Engineer, for his written approval, his proposals for the storage of pipes and all fittings thereto.

Such proposals shall ensure that all pipes are properly stored on Site in accordance with the

manufacturer's recommendations. During storage, pipes shall not be allowed to rest on narrow cross-members or uneven ground or anything else that might give concentrated loads due to the weight of the stacked pipes, but shall be properly supported on soft material.

All uPVC pipes and fittings shall be continuously protected during storage by covering them at all times with light gauge pale blue polythene sheeting or similar approved material to prevent UV degradation. The height and method of pipe stacking shall be in accordance with the Manufacturer's recommendations and such that excessive deformation of the lower pipes is avoided.

All couplings rings shall be stored lying flat and particular care shall be taken to prevent damage to the internal face of the ring or the spigot ends of the pipes which may affect the sealing of the coupling.

All rubber jointing rings and gaskets shall be stored in a cool dry place away from grease, oil and direct sunlight until required.

All pipework shall be kept well away from possible contamination sources e.g. on site diesel storage.

2.10 Pipes through structures

Where a pipeline passes into or out of a structure, including a manhole or similar chamber, two flexible joints with a short cut length between them shall be provided to the dimensions indicated on the Drawings.

The Contractor shall use cut lengths from his on going stock wherever possible and will not be paid extra for the cutting or preparation of the cut ends, or for the necessary couplings and jointing materials.

The centre of the first pipe joint from the external face of the structure shall be not more than 300 mm for pipes up to and including 500 mm diameter. Provisions for pipes larger than 500 mm diameter shall be as shown on the Drawings.

Where significant settlement may occur, the Engineer may require more than two flexible joints at each location.

2.11 Pipe anchor and thrust blocks

Pipe anchor and thrust blocks, as shown on the Drawings or directed by the Engineer, shall be constructed on pipelines at all bends, tapers, stop ends and slopes greater than 1 in 6.

The Contractor shall ensure that each one is built firmly into the undisturbed bottom and sides of the trench and that the ground is solid and has not been weakened by blasting or softened by water from leakage or other causes. The blocks shall be of concrete Class C20 and shall have been completed and hardened and cured for at least seven days before testing of the pipelines.

Anchor blocks will be measured per cubic metre of concrete required in accordance with the Drawings and the rate shall include for all excavation, rough shuttering and screeding of surfaces.

2.12 Connections to existing pipelines

The Contractor shall give the Engineer at least ten days' notice of the date after which he will be ready to make a connection to an existing pipeline. The Engineer shall notify the Contractor, in writing of the date that the connection shall be made. The date notified shall normally be within seven days of the date when the Contractor will be ready to make the connection.

All branches, valves, connectors, materials and tools for cutting and preparing the pipe and making the connections shall be ready before any work is done on the pipe. The nearest sectional valves shall then be shut off, the pipe drained and the connections made, all as expeditiously as possible to minimise disruption of use of the pipeline. The pipeline shall then be refilled slowly while the connections are checked carefully for satisfactory operation and any remedial works shall be undertaken immediately.

2.13 Fixing of valves

Valves shall be securely fixed with a spindle in a vertical position, unless otherwise stated. They shall be checked for ease of operation and water-tightness. Spindles shall be supported at intervals recommended by the valve manufacturers, but in any case at not less than 1,500 mm intervals.

Before each valve is put into service, all gears, bearings and spindles shall be oiled with an approved oil, as recommended by the manufacturer. No deleterious matter shall be allowed to come into contact with the working faces, and all sumps shall be maintained clean.

Every stuffing box shall be examined when the main is charged with water, and leaking boxes shall be adjusted or repacked with square plaited lubricated hemp packing of approved manufacture. The stuffing box shall not be packed so tightly that the friction of the packing on the spindle is excessive.

No air valve shall be stored in the sunlight, or upside down to expose the balls and air cavities. Air valves shall be checked before the main is charged to ensure that the balls and faces are not scored or split, and that there is no dirt or deleterious material in the cavities of the body. All air nozzles should be checked to see they are clear.

All valves shall be installed with a suitable dismantling joint or isolating valve in case of air valves to enable the valve to be removed from the pipeline. The clear gap provided by the joint shall be not less than 15 mm.

2.14 Valve chambers

Chambers for gate valves, air valves, hydrants and washouts shall be constructed to the details shown on the Drawings and in the positions shown on the Drawings or as directed by the Engineer.

Step irons conforming to BS 1247 shall be of malleable cast iron covered in polyethylene coating and shall be built into the walls of chambers to which permanent access is provided, as the work proceeds. Ladders to BS 4211 may be used in place of step irons if agreed with the Engineer.

Covers and frames shall be provided as shown on the Drawings. The tops of the covers shall be flush at all points with the surrounding surface of paved areas or as directed in unpaved areas. Any slight adjustment of the slab level that may be necessary to accomplish this shall be effected by topping the side walls with concrete.

Where any pipes are built into concrete or blockwork the pipe shall be surrounded in two layers of polythene sheeting unless a puddle flange has been shown on the Drawings.

2.15 Manhole covers, valve boxes, step irons and ladders

Manhole covers Shall be as indicated in the BoQs or as shown in the drawings.

Valve (stopcock) boxes shall be square with hinged lid, nominal size 150 mm x 150 mm. Where lockable covers are required, the locks shall be flush-mounted, integral with the lids.

Fire hydrant covers shall be manufactured in accordance with BS 750 and be suitable for medium heavy duty. They shall be 610 mm by 305 mm clear opening, marked with the letters FH and incorporate a lift-out cover chained to the frame.

Manhole covers and frames, valve surface boxes and fire hydrant covers shall be painted after installation with bitumen paint in accordance with Clause 1.8 of this section of the Specification. Step rails shall be constructed of 16 mm diameter bars as indicated on the Drawings. Step rails shall be spaced at 300 mm centres.

Permanent ladders shall be of galvanised mild steel and shall be in accordance with BS 4211. Rungs shall be 20 mm diameter solid round bar and shall be at 300 mm centres. Stringers shall be 65 mm x 10 mm strip set 300 mm apart, shall extend 1.0 m above the top rung and shall be turned out at the bottom and drilled for 12 mm stainless steel holding down bolts. Intermediate and top support stays shall be 100 mm x 100 mm strip, bolted to the stringers with 12 mm galvanised bolts and shall be of a length that will give a minimum clearance of 200 mm behind the rungs. Support stays shall have a maximum spacing of 2.5 m.

Ladders exceeding 4.0 m height shall be equipped with a safety cage consisting of hoops of 50 mm x 8 mm strip bent to a diameter of 0.76 m, fixed to the stringers at 0.55 m centres and joined by one additional stringer of 50 mm x 8 mm strip at the maximum distance from the rungs.

2.16 Manholes

2.16.1 General requirements

Manholes shall be constructed to the sizes and levels and of the materials indicated on the Drawings, taking into account also the requirements of this Clause.

Unless otherwise agreed by the Engineer, manholes shall be constructed after pipes have been laid, except that bases may be constructed earlier to avoid deterioration of the formation.

Backfilling around completed manholes shall be with suitable material deposited equally all round and compacted in layers not exceeding 300 mm.

2.16.2 Manhole bases

Precast bases shall be carefully set and levelled on a sub-base of 150 mm of compacted granular bedding.

In situ concrete bases shall be cast on a firm formation from which soft areas have been removed. If the base includes reinforcement, a preliminary blinding layer of concrete 50 mm thick shall be placed.

2.16.3 Brick manholes

Bricks for manholes shall be either an engineering class brick or a sound, hard, low permeability brick complying with BS 3921 and approved by the Engineer.

Bricks shall be laid on a full bed of 1:3 cement/sand mortar and all cross joints shall be filled. Bricks shall be laid with frogs up. Joints on the inside faces shall be flush pointed as the work proceeds unless the faces are to be rendered in which case the joints shall be raked out to a depth of five millimetres. Rendering shall consist of 1:2 cement/sand mortar applied to the thickness shown on the Drawings.

2.16.4 In Situ concrete manholes

Formwork for interior faces shall be Class F2. Exterior faces may be cast against formwork or against natural ground. In-situ concrete manholes shall be constructed generally in accordance with Section 5 of this Specification.

2.16.5 Precast concrete manholes

Precast manhole rings shall comply with BS 5911.

Rings shall be set on a generous layer of 1:2 cement/sand mortar applied to the top of the previous ring. After setting the ring into place, surplus mortar shall be removed and both sides of the joint flush pointed.

All precast concrete manholes that fall within a road reserve are to receive a 150 mm concrete surround as shown on the Drawings.

Where a concrete surround is called for on the Drawings it shall not be placed until the mortar in the joints of the manhole rings is at least three days old at temperatures above 10°C, and proportionately older for lower temperatures.

2.16.6 Manhole covers and frames

Covers and frames shall be the type, size and weight shown on the Drawings. Frames shall be set in 1:3 cement/sand mortar to the levels indicated on the Drawings. Level differences shall be made up by not more than three courses of brickwork between the frame and the roof of the manhole or shaft.

Care shall be taken to see that frames do not suffer any distortion and that the cover will seat without any rocking.

For each type of cover installed, the Contractor shall supply five sets of lifting keys.

2.16.7 Benching in manholes

Where required by the Drawings, benching shall be formed with concrete placed semi-dry and

formed to the required shape.

The benching shall then be finished by rendering in 1:2 cement/sand mortar. All surfaces shall be perfectly smooth with easy sweeps to minimise the risk of solid matter lodging on them.

2.17 Sealing of cable ducts

As shown on the Drawings or directed by the Engineer, cable ducts and similar openings into buildings or structures are to be sealed with a combination of expandable foam and outer sealant to prevent the ingress of water or vermin into such buildings and structures.

Surfaces for treatment shall be clean and grease free and porous surfaces shall be sprayed with water to ensure full curing of the expandable foam.

Expandable foam shall be applied and allowed to be cured in accordance with the manufacturer's recommendations.

Any accidental spraying of existing or new Plant with expandable foam shall be cleaned using acetone or other approved cleaner, in accordance with the manufacturer's recommendations and all at the Contractor's expense.

Health precautions shall be taken during the application of the expandable foam in accordance with the manufacturer's recommendations.

After the expandable foam has cured, an outer sealant is to be applied to the exposed surfaces of the plug formed by such foam. The sealant shall be a silicone-based building sealant.

2.18 Steel pipes and fittings

Steel pipes and fittings shall comply with BS EN 10244/bs3601 Non-alloy steel tubes and fittings for the conveyance of water for human consumption. DN 600mm and larger pipes shall be joined by bolted sleeve couplings in accordance with AWWA C219, BS EN 10224, and UNI 6363. They shall be coated with fusion bonded epoxy to AWWA C213 and smaller pipes shall be joined by push fit, spigot socket joints according to BS CP2010 Part 2, DIN 2640 and AWWA C200.

However, for this project and in cognizance of the prevailing weather conditions for the project area, the DN 800mm steel pipes shall be joined by push fit, spigot socket joints according to the abovementioned standards.

The inside of Steel pipes shall be lined throughout their entire length with solvent free epoxy linings suitable for drinking water to AWWA C210/NFA 49/API RP5L2/SABS1217/EN 10289. The materials and application process shall be subject to the Engineer's approval.

The external protection for steel pipes shall be Fusion Bonded Epoxy to AWWA C213, DIN 30671, NFA 49-706, BG/PS/CW6, SABS 1271. Followed by HDPE coating as follows:

- ☐ 1 st primer base layer of Fusion Bonded Epoxy (FBE) of between 100 microns
- ☐ 2nd layer of extruded grafted adhesive of 200 microns,

- then followed by, 3rd top coat of extruded high-density polyethylene (HDPE)/polypropylene of 0.5 mm,

Screw jointed pipes shall comply with BS 1387. Flange jointed pipes shall have flanges complying with BS 4504. All steel flanged pipes and fittings shall be supplied complete with galvanized bolts, nuts and appropriate gaskets.

The Contractor shall, when called upon to do so, make available to the Engineer the manufacturer's certificates covering the chemical analysis and physical properties of the steel used in the manufacture of pipes. The pipes shall be hydraulically tested before leaving the factory to the test pressure specified in the relevant standard and the test certificates shall be submitted to the Engineer by the Contractor.

Flexible couplings shall be of the slip-on type as specified in BS 534 without central register unless otherwise specified. Rubber rings shall generally comply with BS 2494 Class D. The couplings shall be supplied complete with all necessary bolts, nuts, and rubber jointing rings and shall be protected, where buried, with denso-paste, denso-tape and polythene sheeting, or similar approved wrapping, which shall be installed in accordance with the manufacturers written instructions and to the approval of the Engineer.

2.19 Ductile iron pipes and fittings

Unless shown otherwise on the Drawings, ductile iron pipes and fittings shall be in accordance with the following:

ISO 2531:1974 "Ductile iron pipes, fittings and accessories for pressure main lines"

BS EN 545:1995 "Ductile iron pipes, fittings, accessories and their joints for water pipelines – requirements and test methods"

For pipes and fittings of 600 mm diameter and less, flexible joints shall be of the "Tyton" spigot and socket type unless indicated otherwise in the Bill of Quantities or on the drawings.

For pipes and fittings of 700 mm diameter and above, the type of spigot and socket flexible joint shall be subject to the approval of the Engineer.

Flanged joints shall be drilled in accordance with BS 4504, and shall be supplied complete with galvanised steel nuts and bolts, and appropriate gaskets.

Self-anchored flexible joints shall also be of the spigot and socket type, but the joint shall be tied together to prevent longitudinal movement. The joint shall permit an angular deviation of 2° relative to the pipe axis after assembly, and shall be subject to the approval of the Engineer.

All spun ductile iron pipes shall be Class K9.

All puddle flanges shall be of the thrust resisting type.

All ductile iron pipes and fittings shall receive a cement mortar lining in accordance with ISO 4179. The external coating shall be in accordance with ISO 8179 comprising sprayed zinc coating to give a coverage of 130 g/m², followed by a bituminous varnish of 70 µm minimum dry film thickness.

Flange joints shall be supplied complete with all necessary bolts, nuts, and gaskets and shall be protected, where buried, with denso-paste, denso-tape and polythene sheeting, or similar approved wrapping, which shall be installed in accordance with the manufacturers written instructions and to the approval of the Engineer.

2.20 uPVC pipes and fittings

Unplasticized polyvinyl chloride (uPVC) pipes and fittings shall comply with BS EN 1452-2:2000 "Plastics piping systems for water supply, Unplasticized polyvinyl chloride (PVC-U).

Joints shall be of the spigot and integral socket type. Solvent weld joints are not permitted for buried uPVC pipelines.

Fittings for use with uPVC pipe shall be manufactured from either uPVC or cast iron shall have socketed joints. Cast iron fittings shall be bitumen coated. Aluminium alloy fittings are not permitted.

uPVC pipes and fittings conveying waste water shall comply with BS 5481:1977

2.21 HDPE pipes and fittings

Polyethylene pressure pipes and fittings for drinking water application shall be manufactured in accordance with EN 12201:2011 standard. All pipes shall be manufactured using a pre-compounded pigmented PE100 resin, having a Minimum Required Strength (MRS) value of ≥ 10.0 MPa, at a service temperature of 20°C for a minimum design service life of 50 years. The pipe manufacture shall be required to submit a list of polymer suppliers and data sheets of the proposed grades to be used for approval as a part of their submission of technical details for their products.

Pipe: Material: Polyethylene PE100 (MRS100), density ≥ 0.95 kg/dm³
 Pressure Rating: SDR 17 – PN10
 SDR 11 – PN16
 Supply Lengths: All pipe sizes up to and including OD 75 mm shall be supplied in coils of 50 or 100 meters. All pipes OD 90mm and above shall be supplied in straight lengths of 12 meters.
 Type of Joint: Butt Fusion

Fittings: Material: Polyethylene PE100 (MRS100), density ≥ 0.95 kg/dm³
 Type of Joint: Electrofusion / Spigot type for Butt Fusion / Compression (for sizes 90mm and below)
 Pressure Rating: SDR 17 – PN10
 SDR 11 – PN16

The method of jointing shall be by butt fusion welding or where accepted by the Engineer, HDPE mechanical couplings shall be used. Steel couplings shall be allowed where steel appurtenances will be fitted.

The pipes shall be approved by independent accreditation bodies which certify piping materials for use in water supply networks. The pipe systems shall have the following basic minimum performance characteristics:

Parameter	Unit	Value
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Average Density as per ISO 1183	Gm/cm ³	≥ 0.95
Melt Flow Index MFI 190°C / 50N as per ISO 1133	Gm/10 min.	0.4-0.55

Parameter	Unit	Value
Minimum Tensile Strength	N/mm ²	25
Elongation at Break	%	≥ 600%
E-Modulus (Modulus of Elasticity)	N/mm ²	1200
Minimum Radius of Curvature at 20°C		25 x OD
Linear Coefficient of Thermal Expansion (VDE 0304)	°K ⁻¹	1.3 x 10 ⁻⁴

The following minimum basic information must be indelibly marked on the pipes at a minimum of 1 meter intervals.

- (i) Name of Manufacturer/ Brand
- (ii) Nominal Diameter x Minimum Wall Thickness
- (iii) Material Classification (i.e. PE100)
- (iv) Standard Dimension Ratio and Pressure Rating (SDR17 PN10 or SDR11 PN16)
- (v) Reference Standard of Manufacture (i.e. EN 12201)
- (vi) Production Year, and production batch details

The manufacturer/ supplier shall submit the following minimum basic documentation to the client and consultant for approval:

- ☐ Copy of at least 2 international independent accreditations/ approvals for conformity to manufacture as per EN 12201 and for use in potable water pipeline networks;
- ☐ All pipe materials shall be supplied with a material test certificate as per EN 10204;
- ☐ Manufacturer shall have the basic minimum management systems in place for ISO 9001 / ISO 14001. Copies of all such valid accreditation certificates must be provided as a part of the manufacturer qualification;
- ☐ Copies of other independent domestic and international approvals;
- ☐ Copies of certificates/ proof of successful supplies and/or completion certificates shall be submitted as a part of supplier qualification;
- ☐ Complete technical design and installation manual for PE pipe systems;
- ☐ Product catalogue and samples, if requested.

2.22 Pipe Saddles

Pipe saddles for under pressure drilling shall be of the Universal Type with flexible strap for DI and Steel pipes PN 16, for PE and PVC pipes the pipe saddles shall be of the HAKU Type or similar, and shall be suitable and approved for the use with potable water at a nominal working pressure of 16 bar. The outlet of the saddle shall be female thread and specially protected to avoid corrosion and incrustation.

The body of the pipe saddle shall be of ductile iron EN*-GJS-400-18 acc. to EN 1563 (GGG 400 DIN 1693), inside and outside epoxy powder coated complying in general with DIN 30677 part 2, coating thickness shall be minimum 250 µm, freedom from imperfections shall be tested by high-voltage method.

Saddle strap and bolts/nuts/washers shall be made of stainless steel 304 (minimum 1.4021) or 316 (minimum 1.4462). Strap shall be rubber lined to avoid direct contact between the stainless steel strap and the pipe.

Gaskets shall be of EPDM or NBR suitable and approved for potable water.

2.23 Valves

2.23.1 Gate valves

All wedge gate valves for working pressures up to and including PN25 shall conform to BS 5163:1986 (1991) "Specification for predominantly key-operated cast iron gate valves for water works purposes"

Wedge gate valves for higher working pressures and resilient seal valves shall also be of a waterworks pattern and flanged valves shall have face to face dimensions in accordance with the above standard.

All gate valves shall close in a clockwise direction and the direction of opening and closing shall be cast on the handwheels or valve casing with the words "OPEN" and "CLOSE" respectively. All gate valves shall be capable of being operated manually with a maximum applied torque of 150 Nm for valves with a nominal diameter more than 450 mm and of 100 Nm for valves with a nominal diameter less than 450 mm. The Contractor shall ensure that the gate valves supplied are fitted with appropriate thrust bearing guides and gearing to fulfil these requirements, ensuring that when reduction gearing is employed, the gear ratio shall not exceed 4:1.

Bypasses shall be fitted to gate valves where pipeline pressures deem it necessary and universally to valves of 500 mm diameter and larger.

Gate valves from DN40-DN800 that are resilient seated shall be designed and tested to the following standards

- ☐ EN 1074-1 and -2 (water supply, isolating valves)
- ☐ EN 1171 (industrial cast iron gate valves)
- ☐ EN 558 (face-to-face)
- ☐ EN 1092 (flange design)
- ☐ ISO 5210 (actuator flange)

Valve body and bonnet shall be corrosion protected with 250 µm fusion bonded epoxy, blue, complying with GSK.

Bonnet-body gasket shall be with a circular cross shape, positioned in a groove in the bonnet and encircling the bonnet bolts completely.

Full circle thrust collar provides fixation of the stem and low free running torques

Triple safety stem sealing with an NBR wiper ring, a polyamide bearing with four NBR O-rings, and an EPDM rubber manchette

Wedge nut shall be firmly fixated in the wedge core and not be able to move within the wedge. Joint between nut and wedge shall be tightly sealed in rubber. Material shall be brass.

A by-pass valve shall be available for DN 500mm and above.

Rubber in contact with the fluid shall be drinking water approved EPDM.

Maximum operating temperature shall be at least 70°C.

Valve body Markings shall include – Material, Manufacturer, DN, and Pressure class (cast on body) while Rubber wedge marking shall include – Material, Manufacturer, DN, Date of manufacture (moulded on the rubber)

Materials shall be according to following standards:

- EN 1563 (cast iron)
- EN 10088 (stainless steel)
- EN 12165 (brass)
- EN 12164 (brass)
- DIN 30677-2 (coating)
- GSK (coating)
- EN 681 (rubber seals water)

2.23.2 Butterfly valves

Butterfly valves shall conform to BS EN 193: 1998 "Industrial Valves: Metallic Butterfly Valves". The use of butterfly valves as main line valves shall not be permitted.

2.23.3 Check valves

Check valves shall comply with BS EN 12334: 2001 "Industrial Valves: Cast Iron Check Valves".

2.23.4 Flap valves

Flap valves shall be of a light duty pattern, with flanged back, cast body and double hung gate with wrought iron or brass hinge pins.

2.23.5 Pressure reducing valves

(a) General requirements

The upstream pressure of this type of valve can vary from a full static head in a pipeline to the minimum residual static head during the maximum anticipated flow rate. The pilot valve system, where applicable, shall be capable of efficient functioning under the full range of inlet pressures.

(b) Valve construction

If hydraulic control activators prove impractical, an alternative control system incorporating electric solenoid activators may be considered.

All control and pilot valves shall be clearly and permanently labelled.

Diaphragm-actuated control valves with single or double diaphragm control chambers will be acceptable, providing that the main shaft is double guided in suitable renewable bearings, preventing excessive wear, during flow velocities exceeding 3m/s.

Preference will be given to control valves with an open assembly feature, which permits the Inspection of the control valve's internal operating mechanism, the seat, plunger, main shaft, etc. without the removal of the valve from the pipeline.

The control valve shall be provided with a dirt trap or strainer system containing a removable

100 - 200mm strainer cartridge and a suitable scour plug to flush accumulated debris. This shall be situated in the spool pipe on the upstream side of the valve preventing interference of the normal functioning of pilot valves and the obstruction of the main valve seat. The free flow area of this unit shall be larger than the actual control valve seat area.

Stainless steel trimmed control valves including the main valve seat, plunger assembly and shaft with epoxy powder coated steel or cast iron accessories are preferred to bronze trim. Pinned stainless steel valve seats are preferred to epoxy glued seats.

Pressure gauges shall be permanently mounted up and down stream of the valve on the control system to indicate all required pressures.

All pilot valves shall be supplied sealed, using sealing wire and lead seals, to prevent unauthorised tampering.

Pilot valve components subject to wear e.g. valve seats, pressure sensing membranes, shafts, hydraulic seals, resilient seats, etc. shall be readily available as replacement spare parts.

2.23.6 Painting of valves

All valves shall be painted internally and externally to give the same standard of protection as for steel pipes and fittings. Surface protection shall be all to the approval of the Engineer.

2.24 Marker posts

Precast concrete marker posts shall be set in concrete and fixed near valves, fire hydrants, washouts, etc., changes in direction of the mains and where directed by the Engineer. The posts shall be as detailed in the Drawings.

Concrete blocks for general walling shall be of an approved size. Cutting where necessary shall be such that clean sharp arises are produced without fracture or cracking of the portion to be used. Voids in cut blocks shall be filled solid with concrete.

Where concrete blocks are described as “hollow”, cavities are not to exceed one third of the bearing surface and the material is in no case to be less than 50 mm thick.

The face of concrete blocks to be plastered shall have a reasonably dense fair finish from moulds.

2.25 Stone Masonry walling

The masonry stone strength characteristics shall be specified under the following classifications: (i) Class B – Minimum compressive strength of 3.5N/mm²; (ii) Class A1 - Minimum compressive strength of 7.0N/mm²; (iii) Class A3 - Minimum compressive strength of 10.5N/mm²; Sound and hard stones free from defects and with each surface at right angles to all adjoining surfaces shall be bedded and jointed in cement mortar 1:3 by volume. Joints shall be flushed up and grouted solid as the works proceed or pointed as required.

2.26 Plumbing materials

2.26.1 Galvanized mild steel pipes

Galvanized mild steel pipes and fittings shall comply with BS 1387 or EN 10255 and shall be Class C. Threading for screwed and socketed joints shall be in accordance with the requirements of BS 21. Joints shall be made with an approved pipe-jointing compound in accordance with the manufacturer's instructions. Red lead compounds shall not be used. Joints in underground piping shall be coated with bitumen or other approved composition.

2.26.2 Fittings for galvanized pipes

All fittings for galvanised steel water pipework shall be galvanised heavy weight fittings in accordance with BS 1740. Fittings for waste pipework shall be galvanised malleable iron complying with the requirements of BS 143. Brass or gunmetal fittings shall be subject to the approval of the Engineer.

2.26.3 PPR pipes and fittings

PPR pipes will be in accordance with DIN 8077 and DIN 8078 and shall be joined by fusion welding in accordance with DVS guideline 2207, Part 11. Where threaded fittings are used, they will be approved by the Engineer before use in the works.

ELECTRO – MECHANICAL WORKS SPECIFICATIONS

3.0 ELECTRICAL WORKS

3.1 REGULATIONS AND STANDARDS

The complete electrical installation shall be carried out by a competent Contractor and in accordance with the specifications and compliance with the following;

- (a). Kenya Bureau of Standards
- (b). Regulations for the Electrical Equipment of Buildings (Latest Edition) issued by the Institution of Electrical Engineers of Great Britain.
- (c). IEC standards and Electric Power Act and the Rules made there under. (e). Kenya Power & Lighting Co. Ltd Regulations and Bye-Laws.
- (f). Government Electric Specifications GES 1 and 2 which can be viewed at the office of the Chief Electrical Engineer, Ministry of Roads, Public Works and Housing.
- (g). Industrial Safety Regulations currently in force.
- (h) Energy and Petroleum Regulatory Authority

SWITCH GEAR, STARTER PANELS AND OTHER ENCLOSURES

Unless otherwise specified, all shall be surface mounting, water tight, corrosion resistant, vermin-proof, termite-proof, dust-proof and resistant to attack by oils and grease. They shall be fabricated from heavy gauge 16 swg, folded, spangled, galvanized and rust protected sheet steel of minimum thickness 1.5mm. They shall be finished in a two tone, heat resistant, non-peeling-off stoved gray enamel paint or epoxy powder coating.

3.2 ELECTRIC CABLES

Unless otherwise specified, all cables shall be made of copper material and conform to BSS 6004, 600/1000 volts grade.

- (i). UNARMoured CABLES: They shall be PVC insulated.
- (ii). ARMoured CABLES: They shall be PVC SWA PVC copper cables.
- (iii). BOREHOLE CABLES

They shall be made from tough flexible rubber material that will not allow water to seep through when submerged in the borehole water.

3.3 GS CABLE TRUNKING

The trunking shall be manufactured from heavy duty hot dip galvanized mild steel sheet of minimum thickness 1.25 mm with screw-in and twist-to lock top lid.

3.4 PUMP SET STARTER

It shall be 3 phase, 415 vac, 50/60 Hz Direct-On line. It shall be in a water tight, front access, hinged door, lockable enclosure, comprising of the following components among others fully wired and labeled. The starter shall be fully wired and 3 No. sets of schematic and control wiring drawings MUST be supplied along with the starter.

- Appropriate rating contactors / appropriate rating thermal overload.
- Push buttons (green marked “START”, black marked “STOP/RESET”).
- Integral TPN (MCB) type 2.
- 1 No. 50x50mm AC ammeter of appropriate range.
- 1 No. 50x50mm AC voltmeter of range 0-500 vac.c/w protection MCB/fuse.
- Over/Under voltage and phase failure protection relay set at 380 and 440 vac.

etc.....

- 2 No. Water level control relays.
- Pilot indicator lights (green marked “PUMP RUN”, red marked “OVER LOAD TRIPPED”, yellow marked ‘BOREHOLE LOW’,
- Hours run counter range 0-99999 hours.
- Cable terminal blocks of appropriate rating.

3.5 BOREHOLE MOTOR (AS PEDROLLO)

The motor shall be the two pole sealed motor constructed principally from AISI 316 stainless steel. The motor to be rated at 7.5kw be 3 phase, 415 vac 50Hz, squirrel cage, induction type, continuously rated and of minimum CLASS “B” insulation. The entire body including the shaft shall be made of heavy duty stainless steel material. The motor shall be supplied complete with 3 lead copper tail cable of minimum length 1.5m.

3.6 BOREHOLE PUMP (AS PEDROLLO)

The pumps shall be the high pressure, vertical mounting, multi-stage, centrifugal type running at a full load speed of not less than 2900 rpm. The pump impellers and diffusers to be made from technopolymer while the stage casings, top housing, suction connector, pump sleeve and shaft are to be made of AISI 304 stainless steel. The pump to incorporate floating impellers which together with especially resistant component materials provide high resistance to sand content in the pumped water, also, the impellers shall be hydraulically and dynamically balanced.

3.7 WATER LEVEL CONTROL ELECTRODES

All the electrodes shall be made of stainless steel material **AISI 316 as QET 1000** similar approved quality made of stainless steel. The control box to be fitted with a selector for manual or automatic operation with the possibility of attaching a float (or a pressure valve etc) and fluid probes which protect the pump from operating when dry.

3.8 BOREHOLE COMBINED PIPE AND CASING CLAMP

The clamp shall be the heavy duty type. It shall comprise of 3 pieces; the bottom half clamps to the borehole casing, while the top portion which rests on the top of the casing clamps to the pipe column and holds it centrally in the casing bore.

3.9 RC CABLE AND PIPE ROUTE MARKERS

They shall be of size 1100mmLx200mmWx80mmT with the words “POWER CABLE” OR “WATER PIPE” in 40mm height letters mould cast in black indelible color in the concrete. They shall be cast using Y8 RC concrete of mix ratio (mix ratio 1:3:6).

3.10 GS BOREHOLE PROTECTION COVER

The cover shall be all weather-proof, rectangular in shape with pitched top (3o). The cover shall be fabricated from hot dip galvanized heavy gauge (16 swg) sheet steel plate of minimum thickness 1.75mm. It shall have GS solid handles and pad locking facilities on the opposite sides. The cover shall be in an L-SHAPED steel frame (25x25x2.5mm thick).

3.11 WIRING METHODS OF ELECTRICAL INSTALLATIONS AT MEDIUM AND LOW VOLTAGES

(i) SYSTEM “A”

Plastic insulated cables enclosed in screwed steel conduit or trunking on the surface of walls and ceilings or in the roof space.

(ii) SYSTEM “B”

Plastic insulated wires armoured cables laid on the surface of walls, cable trays, in cable trenches or ducts.

(iii) SYSTEM “C”

Plastic insulated cables clipped to the roof members and run in metal or plastic conduit drops concealed in walls or ducts formed in the fabric of the building.

3.12 SYSTEM BONDING

All non-conducting metallic parts which form part of the electrical system or are within the vicinity/route of the electrical system shall be effectively bonded to the main earthing system.

3.13 EARTHING SYSTEM

All the electrical installation earthing conductors shall be connected to the earth electrode through an earth lead. The earth lead shall be firmly connected to the electrode by means of the clamp, after which a thin film of grease or Vaseline shall be applied at the clamp area for protection against corrosion.

TECHNICAL NOTES

(a). The bidder **MUST** submit adequate technical literature to assist in evaluation.

The literature information shall **INCLUDE**; Performance curves for the pump set

- Make, type model and country of origin of the generator, pump, motor, pump starter etc.

(b). **THE WINNER OF THE BID MUST SUBMIT THE FOLLOWING;**

- 1 No. set of the **User manual** for the pump set.

- Written Warranty document of minimum 12 months for the pump set, starter etc.

- 1 No. SET of original film and 3 No. SETS each of as-fitted electrical schematic drawings, control wiring drawings for main switch gear, pump starter, cabling and water pipe lay out between borehole and tank.

4.0 PHOTOVOLTAIC MODULES. (AS JINKO, FELICITY, JA, DAYLIFF OR EQUIVALENT)

- Monocrystalline PV nominal voltage of 42V rated at 580W .
- Half -cell Monofacial modules.
- Maximum system voltage 1500 VDC.
- Minimum efficiency of 19%.

B. SPECIFICATIONS FOR ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY MANAGEMENT (ESHS) OF THE WORKS

The Environmental and Social Commitment Plan (ESMP) provided in this Annex by the PEA shall be reviewed by the contractor and adjusted with site and project specific information. After this adjustment the document shall be titled Construction Environmental and Social Management Plan (C-ESMP). It shall be approved by the PEA. The implementation of the C-ESMP shall be reported to the PEA as part of the regular project reporting.

Potential Environmental/ Social impacts	Proposed Mitigation	Indicator	Responsible Individual /Institution	Time Frame
1. Soil Compaction and erosion	<ul style="list-style-type: none"> i) Strictly control construction vehicles to ensure that they operate judiciously and over designated areas to reduce soil compaction. ii) Rip off any compacted areas after construction to allow aeration of the soil and ease the infiltration of water into the soil. 	<ul style="list-style-type: none"> a) No. of designated routes used. b) Number of sites rehabilitated. 	Contractor	Construction & Operation
2. Groundwater pollution	<ul style="list-style-type: none"> i) Ensure that all potential sources of pollution are eliminated for example by ensuring that sanitary facilities are constructed at a safe distance ii) adhere to the regulations set by the Water Act 2016 Management and development on the amounts to be extracted from a borehole and the number of pumping hours. This helps to reduce wastage and misuse of this resource. iii) Use water-based drilling fluid iv) Case the well as it passes through the water table. v) Proper a soak pit for safe disposal of drilling foam. 	<ul style="list-style-type: none"> a) Distance of sanitation facilities from the borehole. b) No and Type of drilling fluid c) No. of soak pit. 	Contractor NEMA WRA, Dept. of Lands	Construction stage
3. Noise and vibrations	<ul style="list-style-type: none"> i) Avoid noise above 80db at the sub project site especially during the night. ii) Properly servicing and maintaining and tuning drilling machinery such as generators and other heavy-duty equipment to reduce noise generation; and iii) Minimize the impacts of temporary drilling noise and vibration by: <ul style="list-style-type: none"> i) Planning the drilling work to take place only during the day when the neighbours are also at work. ii) Maintaining reasonable working hours so as to reduce the number of complaints concerning noise from the workers and neighbours. iii) Operating shorter shift periods for workers who come in direct contact with high concentrations of noise or other hazards. iv) Posting notices at the construction site informing the public of the construction activities, time, and day. v) Providing ear protective devices to prevent high frequency noise emitted by the high-frequency machines during the construction phase 	<ul style="list-style-type: none"> a) The noise level b) Frequency of vehicle/ machine servicing – e.g. once a quarter, a fortnight, etc c) Time scheduled for drilling d) Number of workers provided e) with the PPEs 	Contractor Supervising Engineer and Proponent	1 month

4. Oil spillage/Hazardous wastes	<ul style="list-style-type: none"> i) Vehicle/machinery servicing not to be done in the construction area. ii) Immediate scooping of any spillage during construction and safely disposing off. ii) Servicing of vehicle at a designated place equip with a sump to contain any spills 	<ul style="list-style-type: none"> a) No of designated storage for fuels and grease. b) Presence of designated yards and servicing bays at site. c) Number of oil sump at the servicing yard. 	Contractor	1 month
5. Solid and Liquid Waste Generation	<ul style="list-style-type: none"> i) provision of waste bins/ skips; sensitizing workers and communities on waste management, engaging licensed waste handler to regularly empty the bins and dispose the wastes; ensuring recycling through waste sorting and separation; providing sanitation facilities are a good distance from the borehole to reduce the risk of water contamination; et cetera. ii) Some of the drilled materials will be used in the borehole construction by back-filling the annular space. All excavated material from the draining channel will be used to refill it. Drilling crew to be encouraged to dump their personal wastes in designated covered wastebaskets. iii) Do not secure a solid waste disposal site within a radius of 50M of the proposed borehole site. 	Volumes of solid generated, Number of waste bins generated	Contractor, Resident Engineer	Construction stage
6. Dust Emissions	<ul style="list-style-type: none"> i) Provision of suitable PPE ii) Drivers to avoid unnecessary speeding near settlements in the project areas iii) Apply water sprays and mist by trucks as dust suppression measures on loose soils and stockpiles. 	<ul style="list-style-type: none"> a) Number of water sprays and mist b) No of suitable PPE c) No of drivers trained/advised 	Contractor, RE and CPCU	Construction Stage
7. Gender-based violence at community level	<ul style="list-style-type: none"> i) The contractor will implement provisions that ensure that gender-based violence at the community level is not triggered by the Project, including: effective and on-going community engagement and consultation, particularly with women and girls; ii) Ensure employment equality schemes for women; community level water management. 	<ul style="list-style-type: none"> a) Mitigation plan for GBV occurring at the community level because of project implementation b) Number of GBV cases happening at the community level that receive survivor-cantered 	Proponent and Sub-PMC Committee e/contract or GBV	Construction & Operation Stage
8. Lowering of the water table	<ul style="list-style-type: none"> i) The borehole should be installed with a Master Meter and an Airline/Piezometer to monitor groundwater abstraction and to facilitate regular measurements of the static water level in the borehole, respectively. ii) The maximum groundwater abstraction permitted from the borehole is limited to the authorized volume per day for the domestic/irrigation use only subject to availability from 60% of the tested yield for a maximum abstraction period not exceeding ten (10) hours per day. iii) Install auto-shut water taps to reduce water wastage. 	<ul style="list-style-type: none"> a) Number of type of water taps installed b) Number of the type of water meter installed c) Volume of water abstracted per day 	Sub-project Management Committee (PMC) and WRA	12 months /annually

9. Waterborne diseases	i) The wastewater drainage channel be constructed to lead water away from the pump pad. ii) The wastewater may be used for small gardening initiatives by the communities or directed to soak pits. Conduct continuous maintenance of the borehole, pipework, tank, and water kiosk iii) Conduct water sampling at least every 3 months for water monitoring record base on this facility. iv) Clear bushes and drain stagnant water.	a) No of households with mosquito nets b) No of people trained on health and safety and use of mosquito nets	Proponent Sub-project Management CPCU	12 months/Annua lly
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NOTE:

This ESMP should be shared with the chosen Contractor to enable the development of the Contractor ESMP for easy follow up and monitoring of the proposed mitigation measures and response to other issue that might arise during the construction phase.

SECTION VII- BILLS OF QUANTITIES

Preamble to Bill of Quantities

1. These Bills of Quantities form part of the Contract Documents and are to be read in conjunction with the Conditions of Contract, Specifications and Drawings.

2. The rates quoted for the quantities shall include the costs of mobilization, demobilization, insurance, ESHS compliance and any other expenditure that is not indicated in the Bill of Quantities.

3. For items where lump sums are to be quoted, the Contractor is required to note all the small items that make up the major item.

4. The quantities set forth in the Bills of Quantities represent the character of the work to be carried out. There is no guarantee to the Contractor that he will be required to carry out the exact quantities of work indicated under any one particular item or group of items in the Bills of Quantities, though on the Contract as a whole the quantities are intended to represent the overall value of the work to be carried out.

5. The prices and rates inserted in the Bill of Quantities will be used for valuing the work executed and the Engineer will measure the whole of the works executed in accordance with the Contract.

6. The prices and rates inserted in the Bills of quantities are to be the full inclusive costs of the works described under the items, complete in place and in accordance with the Specifications and Drawings, including setting out of the works, including costs and expenses which may be required in and for the construction of the works described, together with any temporary works and installations which may be necessary and all general risks, liabilities and obligations set forth or implied in the Documents on which the Contract is based.

7. The brief description of the items given in the Bills of Quantities are purely for the purpose of identification and in no way modify or supersede the detailed descriptions given in the Conditions of Contract, Specifications or Drawings.

8. No alteration shall be made to the Bills of Quantities and no extra item shall be inserted. The Tenderer shall satisfy himself that the Contract Sum arrived at by pricing the quantities and items given is sufficient compensation for constructing and maintaining the whole of the works in accordance with the Contract Documents.

9. During construction the unit rate established for an item in one Bill of Quantities may be used as a basis for establishing a unit rate for similar work in another Bill of Quantities which contains no unit rate for the said item.

10. Quantities for site clearance, stripping and spreading shall be based on the horizontal projection of the area cleared or stripped.

11. The volume of fill will be measured net to the finished levels as shown in the drawings or as amended by the Engineer.

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

13. Explanation of abbreviations used in the Bills of Quantities is as follows:-

L.S	-	Lump Sum
No.	-	Number
Mm	-	Millimetre
M/m	-	Linear Metre
M2/m2	-	Square Metre
M3/m3	-	Cubic Metre
Ha	-	Hectare
GS	-	Galvanized Steel.

14. The rates for provision of concrete shall include the cost of formwork and casting where necessary.

15. Before carrying out any implementation of works, the Contractor together with appointed Project Supervisor shall discuss on the bill of quantities and identify all the works stated in the bill of quantities and get satisfied that the description of the works corresponds to the actual ground conditions. The original ground levels shall then be taken jointly by the Surveyor from the Contractor and Project Supervisor/Surveyor and recorded. No work shall start on any site before original ground levels are recorded and controls set.

BILL OF QUANTITIES FOR PROPOSED DRILLING AND EQUIPING KUBI ADHI BOREHOLE IN MARSABIT COUNTY

BILL NO.1 – PRELIMINARY AND GENERAL ITEMS

S/NO.	Description	Unit	Qty	Rate (KSh)	Amount (KSh)
BILL NO.1-PRELIMINARY AND GENERAL ITEMS					
1.1	Allow for the establishment of campsite, mobilization and demobilization of plant, equipment and personnel	LS	1		
1.2	Allow for provision of insurances as per Clause 13 (a, b c & d) of GCC.	LS	1		
1.3	Allow for Compliance with ESHS requirements during construction and other regulatory requirements	LS	1	1	500,000
1.4	Provision, erection and maintenance of project signboards in accordance with the Specifications containing at least the following message: "A development project of the Republic of Kenya, implemented by Marsabit County, co-financed by the Federal Republic of Germany through KfW." A project seal provided by the German Embassy shall be placed on the project sign board.	LS	1		
1.3	Allow for confirmatory Hydrogeological survey for a borehole as directed by the engineer/employer	LS	1	1	250,000
1.4	Drilling permit with duly filled WRA forms.	LS	1		
	Performance Requirements				
1.5	Allow for Project BRANDING as directed by the project Engineer.	Item	1		
1.6	Provide, erect and maintain sign boards at locations shown by the Engineer.	Item	1		
1.7	Testing and commissioning all the above equipment, submersible pump, control panel, and complete				
1.8	Testing and commissioning all the above equipment,	Sum	1		
	TOTAL BILL NO. 1				

BILL NO.2 – DRILLING AND DEVELOPMENT OF 300M DEEP BOREHOLE (BH)

2.1	<u>ELEMENT 1:</u>				
	MOBILISATION, SETTING UP AND				
	DISMANTLING, DEMOBILISATION AND				
	RELATED COSTS				
2.1.1	Mobilisation of drilling unit to site, and demobilisation on completion				
2.1.2	Setting up and dismantling of drilling rig	Sum	1		
2.1.3	Mobilisation of test pumping unit, including all pumping plant, generators, rising main, discharge pipework and all equipment for measurements of discharge, drawdown and recovery; erect, dismantle and demobilize on completion	Sum	1		
2.1.4	Provide all other plant equipment stores, personnel materials and all required supplies necessary for carrying out and completion of Works. Remove from site on completion.	Sum	1		
2.2	<u>ELEMENT 2:</u>				
	DRILLING, INSTALLATION, DEVELOPMENT, TESTING OF PRODUCTION BOREHOLE No. 1				
2.2.1	Drilling at 8" diameter to a depth of 100	m	100		

2.2.2	As above but between 100 and 200 metres	m	100		
2.2.3	As above but between 200 and 300 metres	m	100		
2.2.4	As above but between 300 and 400 metres	m	80		Rate Only
2.2.5	Sampling and storing of drilling samples at 2 m intervals	No.	150		
2.2.6	Supply and installation of 6" steel casings as per the technical specification including gravel pack	m	210		
2.2.7	Supply and installation of 6" machine-slotted steel casing as per the technical specification, 1.5-3 mm slot size	m	90		
2.2.8	Supply and installation of inert backfill	LS	1		
2.2.9	Supply and installation of grouting material	LS	1		
2.2.10	Provide and install one 2" bulk flow meter class B c/w non-return valve at the wellhead	No.	1		
2.2.11	Well development	hrs	12		
2.2.12	Test pumping, including recovery measurements	hrs	24		
2.2.13	Chemical analysis of water sample	No.	1		
2.2.14	Well disinfection	No.	1		
2.2.15	Temporary wellhead capping and lock	No.	1		
2.3	<u>ELEMENT 3:</u>				
	PUMP INSTALLATION, PV POWER SYSTEM, ELECTRICAL WORKS, AND CONTROL PANEL				
	Submersible pumps :				
2.3.1	Supply and Install submersible pumps from Dayliff or equivalent capable of delivering 5m3/hr minimum against a total estimated of up to 380m including sub motor.	pcs	1		
	CONTROL PANEL				
2.3.2	Supply control panel Dayliff SV 3, 7.5kw Sunverter or equivalent Inverter and all other accessories	Sum	1		
	RISING MAIN: Supply and install				
2.3.3	Supply and installation of 50mm diameter galvanised steel pipes, heavy duty class C as rising main (including fittings).	m	280		
2.3.4	Supply and installation of 25 mm diameter uPVC airline.	m	280		
	ELECTRICAL WORKS : Supply and Install				
2.3.5	Supply and installation of 6 mm diameter submersible pump	m	280		
2.3.6	Provide electrical connection to control panel, over a distance of approx. 20 metres, incl. two splicing kits, underground armoured cable, 25 mm uPVC pipe, and additional items required for proper operation	Sum	1		
2.3.7	Cable glands for above	sum	1		
2.3.8	Provide upper and lower cut-out electrodes	No.	2		
	PV power System				
2.3.9	Supply and installation of a complete solar power system to run the pumping system as directed by Project Manager. The Inverter should be an advanced Solar inverter designed for use with large AC submersible pumps systems. The solar panels shall be monocrystalline with a module conversion efficiency superior to 19 % including robust aluminium frame including	Pcs	1		

	control pannel. The system shall comply to the technical specifications of the tender document.				
2.3.10	Allow for complete report including technical details of pump, control panel, maintenance manuals, approvals from the authorities and completion certificates	No	1		
	TOTAL BILL NO.2				
BILL NO.3 – FENCING OF 1NR BOREHOLE COMPOUND (APPROX 50m by 50m)					
3	<i>Fencing Post and Chain link</i>				
3.1	supply and Install 3m long cranked Precast Concrete (PC) fence posts @ 3000mm c/c in concrete footing	No.	72		
3.2	Bracing PC concrete posts	No.	16		
3.3	Supply and Install Heavy gauge galvanized Chain link gauge 14	M2	300		
3.4	Supply and Install a 4 m wide double gate. This will include two (2) stands (GI pipe, diameter 100mm with end caps), each supporting a three (3) hinged door framing in 50mm angle sections framing and steel grills (R10) spaced at 50mm centres	No.	1		
3.5	Approved lock, like yale or similar	No.	1		
	TOTAL BILL NO.3				
BILL NO.4 – CONSTRUCTION OF 1NR WATER KIOSK					
S/NO.	Description	Unit	Qty	Rate (KSh)	Amount (KSh)
4.1	Construction of a well ventilated WATER KIOSK 3Mx2M internal dimension and 2.2m clear height with concrete roof slab reinforced with Y12 at 150 c/c both directions. Rate to include provision of steel door of gauge 16 (1.5mm thick) metal plates.	No.	1		
	TOTAL BILL NO.4 FOR WATER KIOSK				
BILL NO.5 – CONSTRUCTION OF 1NR CATTLE TROUGH					
	Cattle Trough				
5.1	Provide all materials and construct a cattle trough as indicated in the drawings. Cattle trough location to be determined on site. Rate to include all necessary pipe work.	LS	1		
	TOTAL BILL NO.5				
BILL NO.6 – 10M3 PLASTIC TANK ON 9M STEEL TOWER & PIPELINE					
6.1	Excavate to reduces levels in top soil for depth not exceeding 0.25	M3	2		
6.2	Excavate for tank foundation 0.25-0.5m	M3	10		
6.3	Ditto but in material other than op soil, rock or artificially hard material depth 0.5-1m	M3	10		
6.4	Ditto but in material other than top soil, rock or artificially hard material depth 1-2m	M3	10		
6.5	Ditto but in rock depth 1-2m	M3	2		
6.6	Filling				
6.6.1	Filling to completed structure including compaction as specified				
6.6.2	Fill and compact selected excavated material other than top soil, rock or artificially hard material	M3	20		
6.7	Disposal of Excavated Materials				
6.7.1	Dispose excavated material other than rock as directed by the Engineer	M3	12		
6.7.2	Dispose excavated material rock or artificially hard materials on site as directed by the Engineer	M3	2		

6.7.3	In situ Concrete: Provision and placing				
6.7.4	Rate to include for shuttering				
6.7.5	Mass concrete class 15/20				
6.7.6	Blinding layer 50mm thick	M3	2		
6.7.7	Reinforced vibrated concrete class 25/20				
6.7.8	Footing and stub columns for steel columns	M3	12		
6.8	Reinforcement				
6.8.1	High yield hot rolled ribbed bars BS4449. Rate to include for				
6.8.2	Supply, delivering, cutting, bending, supporting and securing in concrete				
6.8.3	High Yield bars	Ton	2		
6.9	Plastic Tank				
6.9.1	Supply and install plastic tank 10m ³ capacity complete with pipe work on the 9m steel Tower frame as per the drawings and specifications.	No.	1		
6.10	Pipework				
6.10.1	These are pipes in the vicinity of the tank. Including connecting the inlet pipe to the pumping main				
6.10.2	Supply and fix 50mm diameter GI class B, tank inlet pipe	m	10		
6.10.3	Supply and fix 50mm diameter GI class B, tank outlet pipe	m	10		
6.10.4	Supply and fix 50mm diameter GI class B, tank over flow pipe	m	10		
6.10.5	Supply and fix 50mm diameter GI class B, tank drain out pipe	m	10		
6.11	Valves and fittings				
6.11.1	Supply and install DN50 PN10 Sluice valve for scour	No.	1		
6.11.2	Supply and install DN50 PN10 Sluice valve for scour	No.	1		
6.11.3	Supply and fix double flanged DN50 90 degree short radius bend	No.	3		
6.11.4	Supply and fix double flanged DN50 90degree short radius bend	No.	8		
6.11.5	Supply and fix all flanged DN50x50 Tee	No.	1		
6.11.6	Supply and fix all flanged DN50x50 Tee	No.	2		
6.11.7	Supply and apply recommended disinfectant and test the tank	Sum	1		
6.12	RAISING MAIN				
6.12.1	Trenching & back filling 1M depth & 0.5 M width for laying HDPE pipeline	M	400		
6.12.2	Supply, laying & testing of 63mm HDPE pipeline PN6	M	400		
TOTAL BILL NO.6					

SUMMARY OF BILL OF QUANTITIES		
BILL NO	DESCRIPTION	AMOUNT (Kshs.)
1	PRELIMINARY AND GENERAL ITEMS	
2	DRILLING AND EQUIPPING OF 300M DEEP BOREHOLE (BH)	
3	FENCING OF 1NR BOREHOLE COMPOUND	
4	CONSTRUCTION OF 1NR WATER KIOSK	
5	CONSTRUCTION OF 1NR CATTLE TROUGH	
6	10M3 PLASTIC TANK ON 9M STEEL TOWER & PIPELINE	
	SUBTOTAL	
	10% CONTINGENCY	
	GRAND TOTAL	

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) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

- s) **“In writing” or “written”** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- t) The Initial Contract Price is the Contract Price listed in the Procuring Entity's Letter of Acceptance.
- u) **The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- v) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- w) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- x) **The Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- y) **SCC** means Special Conditions of Contract.
- z) **The Site** is the area of the works as **defined as such in the SCC**.
- aa) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- bb) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- cc) **The Start Date** is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- dd) **A Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- ee) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- ff) **A Variation** is an instruction given by the Project Manager which varies the Works.
- gg) **The Works** are what the Contract requires the Contractor to construct, install, and turn over to the Procuring Entity, **as defined in the SCC**.

2 Interpretation

- 21 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 22 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 23 The documents forming the Contract shall be interpreted in the following order of priority:
 - a) Agreement,
 - b) Letter of Acceptance,
 - c) Contractor's Bid,
 - d) Special Conditions of Contract,
 - e) General Conditions of Contract, including Appendices,
 - f) Specifications,
 - g) Drawings,
 - h) Bill of Quantities⁶, and
 - i) any other document **listed in the SCC** as forming part of the Contract.

⁶In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

3 Language and Law

- 31 The language of the Contract is English Language and the law governing the Contract are the Laws of Kenya and KfW guidelines.
- 32 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Procuring Entity's Country when
- a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

4 Project Manager's Decisions

- 41 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

- 51 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

- 61 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

- 71 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

- 81 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

- 91 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.
- 92 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.
- 93 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

- 101 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.

a) Definition

- 103 For the purposes of this Contract, “Force Majeure” means event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 104 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- 105 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

a) No Breach of Contract

b) The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. Measures to be taken

- 106 A party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 107 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- b) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Entity, shall either:
- c) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, in reactivating the Services; or
- d) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 108 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GCC 24.

11. Procuring Entity's Risks

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

- a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
- i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
- ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
- b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Procuring Entity's risk except loss or damage due to
- aa) a Defect which existed on the Completion Date,
 - bb) an event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or
 - cc) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

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

13. Insurance

- 13.1 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:
- a) loss of or damage to the Works, Plant, and Materials;
 - b) loss of or damage to Equipment;
 - c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - d) personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may effect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

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

15. Contractor to Construct the Works

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

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

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

17. Approval by the Project Manager

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

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

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

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

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

18. Safety

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

19. Discoveries

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

20. Possession of the Site

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

21. Access to the Site

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

22. Instructions, Inspections and Audits

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

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

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

23. Appointment of the Adjudicator

- 23.1 The Adjudicator shall be appointed jointly by the Procuring Entity and the Contractor, at the time of the Procuring Entity's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

24. Settlement of Claims and Disputes

24.1 Contractor's Claims

- 24.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 24.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clause shall apply.
- 24.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 24.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record- keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.
- 24.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
- a) this fully detailed claim shall be considered as interim;
 - b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
 - c) the Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.
- 24.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 24.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause
- 24.1.8 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the

additional payment (if any) to which the Contractor is entitled under the Contract.

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

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

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

242 Amicable Settlement

24.2.1 Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 24.1 above should move to commence arbitration after the fifty-sixth day from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

243 Matters that may be referred to arbitration

24.3.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:

- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
- b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
- c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- e) Any dispute arising in respect of war risks or war damage.
- f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

244 Arbitration

- 24.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 24.3 shall be finally settled by arbitration.
- 24.4.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 24.4.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 24.4.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 24.4.5 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 24.4.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 24.4.7 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.
- 24.4.8 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the Works.
- 24.4.9 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the

Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

245 Arbitration with National Contractors

24.5.1 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- i) Architectural Association of Kenya
- ii) Institute of Quantity Surveyors of Kenya
- iii) Association of Consulting Engineers of Kenya
- iv) Chartered Institute of Arbitrators (Kenya Branch)
- v) Institution of Engineers of Kenya

24.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

246 Alternative Arbitration Proceedings

24.6.1 Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

247 Failure to Comply with Arbitrator's Decision

24.7.1 The award of such Arbitrator shall be final and binding upon the parties.

24.7.2 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

248 Contract operations to continue

24.8.1 Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Entity shall pay the Contractor any monies due the Contractor.

25. Fraud and Corruption

25.1 The Government requires compliance with the country's Anti-Corruption laws and its prevailing sanctions policies and procedures as set forth in the Constitution of Kenya and its Statutes.

25.2 The Procuring Entity requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. Time Control

26. Program

26.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and

continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

264 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Acceleration

28.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.

28.2 If the Contractor's priced proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

29. Delays Ordered by the Project Manager

29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

30. Management Meetings

30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

31. Early Warning

31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

32. Identifying Defects

32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

33. Tests

- 33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

34. Correction of Defects

- 34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

35. Uncorrected Defects

- 35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

36. Contract Price⁷

- 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 Price⁸

- 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.

⁷In 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.

⁸In 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.

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

- 385 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning
- 386 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work
- 387 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
 - c) a description of any effect(s) of the change on performance/functionality.
- 388 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:
- a) accelerate the contract completion period; or
 - b) reduce the Contract Price or the life cycle costs to the Procuring Entity; or
 - c) improve the quality, efficiency, safety or sustainability of the Facilities; or
 - d) yield any other benefits to the Procuring Entity, without compromising the functionality of the Works.
- 389 If the value engineering proposal is approved by the Procuring Entity and results in:
- a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the SCC** of the reduction in the Contract Price; or
 - b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

39. Cash Flow Forecasts

- 39.1 When the Program¹¹, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

40. Payment Certificates

- 40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 40.3 The value of work executed shall be determined by the Project Manager.
- 40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed¹².
- 40.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 40.7 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (which would be the tender price), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

41. Payments

- 41.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

42. Compensation Events

42.1 The following shall be Compensation Events:

- d) The Procuring Entity does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- e) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- f) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- g) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- h) The Project Manager unreasonably does not approve a subcontract to be let.
- i) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- j) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons.
- k) Other contractors, public authorities, utilities, or the Procuring Entity does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- l) The advance payment is delayed.
- m) The effects on the Contractor of any of the Procuring Entity's Risks.
- n) The Project Manager unreasonably delays issuing a Certificate of Completion.

42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

¹¹In lump sum contracts, add "or Activity Schedule" after "Program."

¹²In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

424 The Contractor shall not be entitled to compensation to the extent that the Procuring Entity's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

43. Tax

43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

44. Currency of Payment

44.1 All payments under the contract shall be made in Kenya Shillings

45. Price Adjustment

45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies:

$$P = A + B \text{ Im/Io}$$

where:

the Contract Price payable.

P is the adjustment factor for the portion of

A and B are coefficients¹³ **specified in the SCC**, representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable and Im is the index prevailing at the end of the month being invoiced and IOC is the index prevailing 30 days before Bid opening for inputs payable.

45.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

46. Retention

46.1 The Procuring Entity shall retain from each payment due to the Contractor the proportion stated in the **SCC** until Completion of the whole of the Works.

46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

47. Liquidated Damages

47.1 The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

48. Bonus

48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

49. Advance Payment

- 49.1 The Procuring Entity shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

50. Securities

- 50.1 The Performance Security shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 day from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

51. Dayworks

- 51.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 51.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 51.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

52. Cost of Repairs

- 52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

53. Completion

- 53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

54. Taking Over

- 54.1 The Procuring Entity shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

55. Final Account

- 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the 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.

¹³The sum of the two coefficients A and B should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the non-adjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other non-adjustable components. The sum of the adjustments for each currency are added to the Contract Price.

56. Operating and Maintenance Manuals

56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

57. Termination

57.1 The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- c) the Procuring Entity or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- d) a payment certified by the Project Manager is not paid by the Procuring Entity to the Contractor within 84 days of the date of the Project Manager's certificate;
- e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- f) the Contractor does not maintain a Security, which is required;
- g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- h) if the Contractor, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

57.3 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.

57.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

58. Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as specified in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

58.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

59. Property

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Contractor's default.

60. Release from Performance

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

SECTION IX - SPECIAL CONDITIONS OF CONTRACT

Except where otherwise specified, all Special Conditions of Contract should be filled in by the Procuring Entity prior to issuance of the bidding document. Schedules and reports to be provided by the Procuring Entity should be annexed.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General	
GCC 1.1 (q)	The Procuring Entity is <i>County Government of Marsabit, P.O. Box 384-60500 Marsabit, Orge G. Bajji-Chief Officer Agriculture.</i>
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be <i>[insert date]</i> <i>[If different dates are specified for completion of the Works by section (“sectional completion” or milestones), these dates should be listed here]</i>
GCC 1.1 (x)	The Project Manager is <i>County Government of Marsabit, P.O. Box 384-60500 Marsabit, Orge G. Bajji-Chief Officer Agriculture.</i>
GCC 1.1 (z)	The Site is located at <i>Marsabit county, Moyale Subcounty, Golbo Ward, Ambalo location</i> and is defined in drawings No. <i>[insert numbers]</i>
GCC 1.1 (cc)	The Start Date shall be <i>[insert date]</i> .
GCC 1.1 (gg)	The Works consist of <ul style="list-style-type: none"> • Site clearance. • Pan expansion by excavation • Fencing • Construction of ancillary structures
GCC 2.2	Sectional Completions are: <i>N/A</i>
GCC 5.1	The Project manager may delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: <i>N/A</i>
GCC 9.1	<p>Key Personnel GCC 9.1 is replaced with the following:</p> <p>9.1 Key Personnel are the Contractor’s personnel named in this GCC 9.1 of the Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p><i>[insert the name/s of each Key Personnel agreed by the Procuring Entity prior to Contract signature.]</i></p>
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) for loss or damage to the Works, Plant and Materials: <i>[insert amounts]</i>.</p> <p>(b) For loss or damage to Equipment: <i>[insert amounts]</i>.</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>connection with Contract <i>[insert amounts]</i>.</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: <i>[amount]</i>.</p> <p>(ii) of other people: <i>[amount]</i>.</p>
GCC 14.1	Site Data are: <i>[list Site Data]</i>
GCC 20.1	The Site Possession Date(s) shall be: <i>[insert location(s) and date(s)]</i>
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: County Government of Marsabit.
	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: at an hourly fee of KES as provided by CIARB per day.
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within Seven days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is twenty-one days.
	The amount to be withheld for late submission of an updated Program is KES 50,000.
C. Quality Control	
GCC 34.1	The Defects Liability Period is: 84 days (12 weeks).
D. Cost Control	
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 information regarding coefficients does not apply.
GCC 46.1	The proportion of payments retained is: 10 percent
GCC 47.1	The liquidated damages for the whole of the Works are 0.1 percent per day. The maximum amount of liquidated damages for the whole of the Works is 10 percent of the final Contract Price.
GCC 48.1	The Bonus for the whole of the Works is no bonus per day. The maximum amount of Bonus for the whole of the Works is no bonus of the final Contract Price.
GCC 49.1	The Advance Payments shall be: 20 percent and shall be paid to the Contractor no later than 30 days after submission of advance payment security
GCC 50.1	The Performance Security amount is 10 percent of the Contract Price is payable to the Procuring Entity]
	<p>(a) Performance Security – Bank Guarantee: in the amount(s) of 10 percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</p> <p>(b) Performance Security – Performance Bond: Not Permissible in the amount(s) of <i>[insert related figure(s)]</i> percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</p>
E. Finishing the Contract	
GCC 56.1	The date by which operating and maintenance manuals are required is 30 days after issuance

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p><i>of final completion certificate.</i></p> <p>The date by which “as built” drawings are required is 30 days after issuance of final completion certificate.</p>
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 KES 100,000.00.
GCC 57.2 (g)	The maximum number of days is: 100 days
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity’s additional cost for completing the Works, is 20 percentage.

FORM NO. 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer's Authorized Representative

- i) Name: *[insert Authorized Representative's name]*
- ii) Address: *[insert Authorized Representative's Address]*
- iii) Telephone: *[insert Authorized Representative's telephone/fax numbers]*
- iv) Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2. Date of transmission: *[email]* on *[date]* (local time)

This Notification is sent by *(Name and designation)* _____

3. Notification of Intention to Award

- i) Procuring Entity: *[insert the name of the Procuring Entity]*
- ii) Project: *[insert name of project]*
- iii) Contract title: *[insert the name of the contract]*
- iv) Country: *[insert country where ITT is issued]*
- v) ITT No: *[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

- i) Name of successful Tender _____
- ii) Address of the successful Tender _____
- iii) Contract price of the successful Tender Kenya Shillings _____ (in words _____)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

SNo	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - i) Attention: *[insert full name of person, if applicable]*
 - ii) Title/position: *[insert title/position]*
 - ii) Agency: *[insert name of Procuring Entity]*
 - iii) Email address: *[insert email address]*
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: *[insert full name of person, if applicable]*
 - ii) Title/position: *[insert title/position]*
 - iii) Agency: *[insert name of Procuring Entity]*
 - iv) Email address: *[insert email address]*
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website info@ppra.go.ke 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 ofdated the...day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box No..... Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

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, in the sum of _____ [*insert Contract Price or Ceiling in words and figures, expressed in the Contract currency(ies)*] (hereafter called “the Contract Price”).

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 bid
 - c) the addenda Nos _____ (if any)
 - d) the Special Conditions of Contract;
 - e) the General Conditions of Contract;
 - f) the Specifications;
 - g) the Drawings;
 - h) KfW Declaration of undertaking; and
 - i) 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 and KfW guidelines 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, 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.*

¹The 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.

²Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM NO. 6: PERFORMANCE SECURITY

[Option 2– Performance Bond]

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Procuring Entity]* **Date:** _____
_____ *[Insert date of issue].*

PERFORMANCE BOND No.: _____

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____ as Obligee (hereinafter called “the Procuring Entity”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the _____ day of _____, 20, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1) complete the Contract in accordance with its terms and conditions; or
 - 2) obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - 3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day _____ of _____ 20_____.

SIGNED ON _____ on behalf of By ___ in the capacity of In the
presence of

SIGNED ON _____ on behalf of By ___ in the capacity of In the
presence of

FORM NO. 7: ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ [Insert name and Address of Procuring Entity]

Date: _____ [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: _____ [Insert guarantee reference number] **Guarantor:** _____

_____ [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (in words) is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words _____)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 _____, 2nd,² whichever is earlier. Consequently, demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months]/[one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

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

¹The 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.

²Insert 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.

¹The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.

²Insert a date that is twenty-eight days after the expiry of retention period after the actual completion date of the contract. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM NO. 9 - BENEFICIAL OWNERSHIP DISCLOSURE FORM**INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

- Directly or indirectly holding 25% or more of the shares.*
- Directly or in directly holding 25% or more of the voting rights.*
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.: _____ [insert identification no]

Name of the Assignment: _____ [insert name of the assignment] to:

_____ [insert complete name of Procuring Entity]

In response to your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]"

Name of the Tenderer:*[insert complete name of the Tenderer]_____

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

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

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

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

